The Solicitors' Journal.

LONDON, JUNE 3, 1882.

CURRENT TOPICS.

OF THE TWO LEGAL APPOINTMENTS announced this week, in the Court of Appeal and House of Lords respectively, that of Mr. Justice BOWEN is the only one upon which an English lawyer can express an opinion. That opinion, we believe, will be universally favourable. The new Lord Justice's learning, acuteness, and ability give every promise of a successful career in the Court of Appeal.

THE CAUSE LISTS are not yet printed, but we believe the list of appeals will show 56 appeals from the Chancery Division, 98 from the Queen's Bench Division, and 20 from the Probate Division and the Court of Bankruptcy, making a total of 174 appeals, besides 5 appeals standing for judgment. At the same time last year there were 151 appeals.

THERE HAVE BEEN 146 public Bills introduced into Parliament during the present session. Of these eight have passed, none of them being of any importance. The Bills of importance which have passed the House of Lords are the Settled Land Bill and the Conveyancing Bill, the Payment of Wages in Public Houses Prohibition Bill, and the Married Women's Property Bill. The only Bill of importance which has passed the House of Commons, and has still to go through the House of Lords, is the Bills of Sale Act Amendment Bill.

IT WILL BE SEEN from the list of candidates at the Honours Examination, which we publish elsewhere, that "in the opinion of the committee the standard attained by the candidates does not justify the issue of any first class list." We have the fullest sympathy with the wish of the committee to keep up a high standard for this examination, but it is very desirable that the standard should be *uniform*: that the questions set at successive examinations should either not vary greatly in difficulty, or that some allowance should be made in marks in respect of questions of more than ordinary difficulty. There is an impression abroad that the questions at the last Honours Examination were unusually difficult, and that no allowance was made in the marks.

WE COMMENTED last week on the very inadequate provisions of the Government Middlesex Registry Bill, and we observe, with much satisfaction, that Mr. HOPWOOD has re-introduced his Bill "to amend and improve the Middlesex Registry." The measure is not yet printed, but we presume that it will include the provisions contained in the Bills introduced in previous sessions by Mr. OSBORNE MORGAN and Mr. HOPWOOD, reorganizing the office, and compelling a more convenient system of keeping the index, by providing that the registrar shall divide the district into sub-districts, and keep a separate division of the register for each sub-district; that the index shall be so framed as to furnish references to places as well as to persons, and that it shall, as far as practicable, be based on the ordnance map.

MR. JUSTICE CHITTY, on the last day of the recent Easter sittings, stated that upon motion days any member of the inner bar was entitled to take precedence of the outer bar, and move his two motions notwithstanding that such member had been absent whilst motions were within the bar, and had entered the court whilst the motions were with the outer bar. His lordship said: "This is the undoubted rule, as I have ascertained from a very high legal authority whom I have consulted."

IT IS HIGH TIME that the practice as to motions in the Chancery Division should be assimilated to that in the Queen's Bench Division, motions being placed in a list which might be arranged according to alphabetical order or date of notice of motion. And at the same time it may be suggested that judges should sit continuously for the purpose of hearing motions. At the present time, and for a long time past, the state of business before some of the Chancery judges, interrupted as they are by circuit duties, has been such that motions in the hands of the outer bar are seldom reached more than once or twice in each sittings, and one or two heavy opposed motions have occupied the whole of the one day set apart in each week for the hearing of motions. When Mr. Justice CHITTY went circuit, Mr. Justice NORTH took his place, and, with the exception of Saturdays, which were petition days, sat continuously for three or four weeks hearing motions according to an alphabetical list. This list, although confined to such motions as were before the court when Mr. Justice NORTH first took his seat, was practically left unexhausted when Mr. Justice CHITTY returned.

IT WILL BE SEEN from the report we publish elsewhere that the decision of Vice-Chancellor HALL in *Little* v. *The Kingswood and Parkhurst Colliery Company*, on which we recently commented, came before the Court of Appeal last week; and although it became unnecessary to decide the point, the Master of the Rolls seems to have intimated his dissent from the view of the Vice-Chancellor that, although a solicitor has been discharged by a client without any fault on the part of the solicitor, he cannot afterwards act against his former client in the same matter. He said that the decision of the Vice-Chancellor had gone further than any previous decision. That is probably correct, for, as we pointed out in our previous comments, it seems to have been assumed, ever since *Earl Cholmondeley* v. *Lord Clinton* (19 Ves. 261), that a solicitor discharged by his client stands on a different footing, as regards the application of the rule laid down in that case, from a solicitor who has discharged himself. But we should hardly expect the learned Master of the Rolls to object to a decision on the mere ground that it went further than previous decisions, if the direction in which it went was right. What reason is there for thinking that Vice-Chancellor HALL's decision was wrong in principle? The only reason that seems to have been alleged by the Master of the Rolls was, that "the client could not deprive the solicitor of the means of earning his livelihood." With great respect, we think this observation must have been made in some forgetfulness of the extent of the operation of the rule under discussion. The rule is not that the solicitor can never act against his former client, but only that he cannot act against him in matters with reference to which the communication of his knowledge of his former client's affairs may unfairly prejudice his former client. Those matters are not likely to be numerous enough to interfere with the solicitor's livelihood. The view of the Master of the Rolls seems to be that a solicitor who has been discharged by his client may act against his former client in any matters, but he must not avail himself of his knowledge of his former client's affairs. "In no case," said the learned judge, "can a solicitor be allowed to communicate to the client's adversary information which he has acquired while he was acting for the client." The view of Vice-Chancellor HALL appears to be that no solicitor ought to be put into the embarrass-

ing position of knowing his former client's affairs, acting against him in reference to such affairs, and yet being obliged to act as if he did not know them. We venture to think that this view is both more practical and more politic than that favoured by the Master of the Rolls.

The new Conveyancing Bill, which reproduces the clauses of last year's Bill struck out by the House of Commons' Select Committee, on the ground, as Mr. Wolstenholme has stated, that they were "not immediately approved by different members of the committee, or [were] considered likely to give rise to opposition in the House," has now itself been referred to a Select Committee of the House of Commons, and it remains to be seen whether the objections formerly entertained will prevail in the new committee. So far as we can ascertain very little interest is taken by the profession in any part of the measure, except the clauses as to dispensing with investigation of title, and as to abolishing acknowments by married women. We have repeatedly discussed the former provision, which appears to us, for reasons before stated (*ante*, p. 380), to be ill-considered, wholly unpractical, and a mere trap for solicitors. The proposal that acknowledgments should be abolished is based upon reasons which are explained as follows in the memorandum prefixed to the Bill:—"The legal position of married women, in respect of dominion over and disposal of property, has been much altered since 1833, when the existing system was established, under which deeds relating to land, executed by married women (in lieu of fines), are acknowledged by them before two commissioners, after examination, by way of protection to the married women. This system adds to the difficulty of transfer of land; and, in some cases, as, for example, where a married woman is resident in India, or in a remote foreign country, creates considerable costs and delay. The formality cannot, as the law stands, be avoided, as an instrument requiring acknowledgment cannot be executed under a power of attorney." Let us look a little into the remarkable statement with which this extract commences. The Legislature, for the protection of married women against their husbands, has thought fit to provide, since 1833, that certain limited kinds and amounts of personal property shall belong to a married woman for her separate use, and that the rents and profits of freehold and copyhold land taken by her as heiress shall belong to a married woman for her separate use, leaving her still unable to deal with the fee simple of such land except under the provisions of the Act for the Abolition of Fines and Recoveries. Is it *therefore* to be concluded that there is no longer any necessity for protecting a married woman against her ignorance of the effect of provisions in deeds relating to land, and her liability to marital influence?

The case of *Dobbs, Appellant; Grand Junction Water Company, Respondents*, in which the judgment of a divisional court was recently delivered to the effect that the basis of the charge for water rate was on the net rateable value, and not on the gross estimated rental of Mr. Dobbs' house in Westbourne-park, is of very great interest. The Vestry of Paddington considered the case of Mr. Dobbs of so much importance to the parish that they voted one hundred guineas out of the parish money towards his legal expenses, a vote which we imagine to be without parallel, but which is supported in principle by the analogy of Leeman's Act (34 & 35 Vict. c. 91), which allows town councils and governing bodies of other corporations to contribute out of their public funds to promoting or opposing legal proceedings for the general benefit of the inhabitants of the borough or members of the corporation. On the point whether the special Act of the Grand Junction Canal Company (7 Geo. 4, c. 11, s. 27) differs sufficiently from the special Acts of the Metropolitan Water Companies generally to take away from the decision the wide application which it has been conceived in some quarters to have, we propose to speak on a future occasion when a full report of the judgments has appeared; meanwhile we may state that the provisions of the general Water Acts which apply to disputes of this character are shortly as follows:—The eight principal London companies are governed by the Metropolis Water Act, 1852 (15 & 16 Vict. c. 84), the Metropolis Water Act, 1871 (34 & 35 Vict. c. 113), and in most cases also by the Waterworks Clauses Act, 1847 (10 Vict. c. 17). The two Metropolitan Acts chiefly provide for a constant supply of water and the preservation of its purity. The Act of 1847 which, in law, applies only to those companies which are governed by Acts incorporating it, but which has, we believe, as a matter of fact, been incorporated into most of the special Acts, by section 68 provides that "the water rates, except as hereinafter and in the special Act mentioned, shall be paid by and be recoverable from the person requiring . . . the supply of water, and shall be payable according to the annual value of the tenement supplied with water, and, if any dispute shall arise as to such value, it shall be determined by two justices;" and, by section 74, that if any person, liable to pay the rate, neglect to do so, the company may "stop the water from flowing into the premises, and may recover the rate due from such person, if less than £20, in the same manner as any damages for the recovery of which no special provision is made are recoverable by this or the special Act [*i.e.*, by proceedings before justices, under section 85, which incorporates a portion of the Railways Clauses Consolidation Act, 1845, as to proceedings before justices], or if the rate exceeds £20 . . . by action in any court of competent jurisdiction." The construction of these sections was much discussed in *New River Company* v. *Mather* (L. R. 10 C. P. 442), and *Sheffield Waterworks Company* v. *Bennett* (L. R. 8 Ex. 196). In *Mather's case* [Mr. Mather appears to have attempted to make the same point as Mr. Dobbs] it was held that if a *bonâ fide* dispute as to the annual value of the tenement has arisen before any proceeding has been taken for the recovery of the rate, the company must get such value determined by the justices before they can sue. In *Bennett's case* the rate varied, not with the annual value, but with the rent, and it was held that an owner who paid water and other rates for his tenants might deduct the amount of such payments from the rent before paying the rate upon it. We may add, in connection with the subject, that the Valuation (Metropolis) Act, 1869 (32 & 33 Vict. c. 67), which, by section 45, makes the valuation list under that Act conclusive for the assessment of poor rate, income tax and a very large number of other purposes, does not make that list conclusive for the purposes of water rate, as perhaps might have been expected.

It appears from Mr. Trevelyan's answer to Mr. Sexton's question in the House of Commons that several persons of both sexes in Ireland have been held to good behaviour with sureties, or committed to prison in default, under the Act 34 Edw. 3, c. 1. The statute in question, an English Act which applies to Ireland by virtue of Poynings' Act, is well known and often acted upon in this country. It enacts that there shall be assigned in every county "one lord, and with him three or four of the most worthy in the county with some learned in the law," who are to have power (*inter alia*) "to inquire of all those that have been pillors and robbers in the parts beyond the seas and be now come again and go wandering and will not labour as they were wont in times past, and to take and arrest all those that they may find by indictment or by suspicion and to put them in prison; and to take of all them that be not of good fame where they shall be found sufficient surety and mainprise of their good behaviour toward the King and his people, and the other duly to punish (*et les autres duement punir*), to the intent that the people be not by such rioters or rebels troubled nor endamaged nor the peace blemished nor merchants nor others passing by the highways of the realms disturbed, nor put in the peril which may happen of such offenders." Mr. Sexton's question was, perhaps, directed to show that the statute applies only to the "pillors, robbers, rioters, and rebels" mentioned in the opening and concluding paragraphs of the above extract; but it has long been the universal practice in England to treat the statute as being of general application, and to take sureties to keep the peace and to commit in default, upon "articles of the peace" being "exhibited" against any person complained of. The practice is to adjudge the peace to be kept towards a particular person, and also towards all the subjects of the Sovereign for a limited time. See a warrant of commitment in default held good, and

the practice reviewed, in *Ex parte Aston* (12 M. & W. 476). For a long time (see *Lort* v. *Hutton*, 45 L. J. M. C. 95) the party complained of could not be examined, nor could the complainant be cross-examined, until the law was very properly altered in this respect by section 25 of the Summary Jurisdiction Act, 1879.

A COMPLAINT is made by a correspondent of the *Times* on the subject of the offices of the Supreme Court in vacation. He says that "the Chancery Division of the Supreme Court obstinately adheres to its own old-fashioned, and now illegal, customs; for, without a scintilla of statutory right, the Chancery offices were closed on Saturday, whereas the Common Law Division was open." So far from this being the case, we have the best authority for stating that in the Chancery offices the usual vacation attendance—viz., from eleven to three—was given on Saturday last, and that many solicitors attended for the purpose of transacting business. The correspondent proceeds to state that his motive in writing is the hope that some public notification may be given of what holidays public officials are entitled to by law, and he adds, "at present even the legal profession is in darkness upon the subject." Probably the correspondent is not a lawyer, or he would not have hazarded such a statement. The rule which regulates the opening of the offices is ord. 61, r. 4; which provides that, "The several offices of the Supreme Court shall be open on every day of the year, except Sundays, Good Friday, Monday and Tuesday in Easter week, Whit-Monday, Christmas-day and the next following working day, and all days appointed by proclamation to be observed as days of general fast, humiliation, and thanksgiving." The result is that the offices are open every day in the year, with the exception of Sundays and six other days, although the attendance during vacations is confined to a limited number of officers, and possibly this number might, with advantage, be increased.

INTEREST DISQUALIFYING FOR JUDICIAL FUNCTIONS.

THE Queen's Bench Division has recently decided two cases of very considerable importance with regard to the amount of interest which will suffice to disqualify a justice of the peace for acting in a judicial capacity. One of these cases, *Reg.* v. *Handsley* (L. R. 8 Q. B. D. 383), is important as overruling a recent case, *Reg.* v. *Gibbon* (L. R. 6 Q. B. D. 168), which had gone a very long way in respect of the amount of interest that would disqualify. In the last-mentioned case, the corporation being, by a local Improvement Act, the local authority in a borough, with power to direct prosecutions for offences against the Act, an information had been preferred for such an offence by an officer on behalf of the corporation. A summons was issued upon this information by a justice who was an alderman and a member of the corporation. The summons came on for hearing before justices of whom none were connected with the corporation, and the court held that such justices could not adjudicate upon the summons, because it had been issued by one who was virtually the prosecutor. The court decided not to follow this decision, on the ground that the point had been decided the other way in a case of *White* v. *Redfern*, which, however, was not reported on this point. We are glad that they have seen their way to taking this course, for, to our mind, the decision in *Reg.* v. *Gibbon* was obviously wrong, quite apart from the question of interest. There are a number of decisions establishing that the summons is for the purpose of causing the defendant to appear. If he does appear, and the information is gone into on the merits, how can it in any way be material that the justice issuing the summons was interested? If the defendant had not appeared, and had been convicted in his absence, the question of the validity of the summons might have arisen. The court, however, in *Reg.* v. *Handsley* did not overrule *Reg.* v. *Gibbon* on that ground, but on the broader ground that the interest was not sufficiently substantial to disqualify. They laid it down that it is not enough to show that an adjudicating justice is a member of the town council, and, as such, has a pecuniary interest in the result of the complaint or information, or that he is a member of the corporation which is charged with the duty of prosecuting the offence which he sits to adjudicate upon, but that in order to disqualify the justice it must be established that he has such a substantial interest in the result of the hearing as to make it likely that he has a real bias in the matter. Applying this canon, the only pecuniary interest that a justice can have in the matter is that the penalty in case of a conviction would go to the borough fund or some fund of a similar nature. It is obviously absurd to suggest that this is such a substantial interest as is likely to cause a bias.

The more substantial possibility of interest arises, to our mind, on the second branch of the alternative mentioned—viz., that the corporation is the prosecutor, and the justice may feel a sort of *esprit de corps* in the matter. For instance, the corporation is generally the urban sanitary authority. The town council may be very energetic in promoting sanitary measures, and there may be some amount of conflict on the subject with a considerable body of the inhabitants. On a prosecution for breach of some sanitary regulation, is it not very possible that a member of a town council pledged to energetic sanitary measures, and enthusiastic in enforcing the same, might be very considerably biassed? We feel some doubt on this point; but, perhaps, after all, this possibility of interest must, in most cases, be considered as too remote. It may be said that it comes, if analyzed, to little more than this—viz., that men are generally more or less likely to take sides on any question. One man will favour the cause of sanitary reform; another will favour economy or individual freedom, and be somewhat disposed to dislike the energetic reformer as a crochet-monger. This is a species of interest you cannot treat as a legal disqualification. There is generally a dissentient minority in most town councils, and one of these may be prepared to adjudicate as well as one of the majority, and his interest will be the other way. The real question is whether the justice, as a member of the corporation, is likely to be biassed apart from his individual predilections merely from the fact that the corporation of which he is a member is prosecuting. We do not think in general that he is; we do not think the *esprit de corps* of a corporation is generally strong enough to produce this effect. We can imagine, however, a possible class of cases in which some bias might be produced. The town council as a body might have pledged themselves to some particular line of action or to some particular construction of a bye-law, and a member of the body might be prejudiced as against a person resisting such line of action or construction. We are not clear that the case of *Reg.* v. *Handsley* in anywise excludes the possibility of a legal disqualification in such a case. If carefully read, the canon laid down is only that the mere fact that the justice is a member of the corporation which prosecutes is not sufficient. This seems to us quite correct and to leave open the possibility of holding that under certain peculiar circumstances, such as we have mentioned, the fact of being a member of the corporation may disqualify. The decision that the mere fact of being a member of the corporation does not disqualify, besides being common sense and justice, has the additional merit of being very convenient. In most boroughs the aldermen constitute the the most active magistrates, and it is highly inconvenient that they should be *ipso facto* disqualified whenever a question arises under the Public Health Act or similar statutes.

It may be worth while to point out that the case of *Reg.* v. *Milledge* (L. R. 4 Q. B. D. 332), a case which, we believe, considerably influenced the decision in *Reg.* v. *Gibbon*, is, when carefully scrutinized, an altogether different case. There the question substantially affected the town council, because the defence to the charge of creating a nuisance was that the nuisance was caused by the acts of the town council themselves. It is obvious that in such a case there was a substantial likelihood of a bias in the matter.

The other case to which we referred at the commencement of these observations is *Reg.* v. *Justices of Yarmouth* (L. R. 8 Q. B. D. 525). The circumstances there were briefly these: at a special sessions for appeals against a poor rate, there being several appeals involving similar questions, the chairman of the magistrates, who was himself appellant in one of the cases for hearing, took part in the decision of all the cases except his own. When his own case was called on he left the bench and conducted the case himself. In each of the cases a reduction was made in

the valuation. The court held that the chairman of the magistrates was disqualified from adjudicating. This decision seems to us a very obvious one, but it strongly illustrates the extreme difficulty that exists in drawing the line between an interest that legally disqualifies and one that does not. Justices have, no doubt, sat and decided hundreds of cases being, in substance, just as much interested as the justice in the case to which we have referred. A justice may not be actually an appellant against the particular rate in question, but he may be interested in property of a precisely similar description to that which is the subject of such rate, and so interested in reducing the valuation thereof. We can speak from some knowledge of what happens at quarter sessions. A question arises as to the valuation of a particular kind of property on a re-valuation by the assessment committee in a particular union, and the professional valuer called in comes to the conclusion that the proper valuation should be higher perhaps than it is in adjacent unions. Magistrates owning the same class of property in adjacent unions are interested, because if the valuation is upheld the same class of property is likely to be assessed more highly in the adjacent unions very soon. We will give an instance in our own knowledge. When woodlands were first of all rated under the Rating Act of 1874, there was a good deal of divergence of opinion throughout the country as to the proper tests of value and scale of valuation. In a certain union of some importance the valuers had assessed lands of this description at a rate certainly considerably higher than the rate in other unions. An appeal being brought by some of the parties rated to quarter sessions, at a quarter sessions where generally only a comparatively small number of magistrates attended, the bench was literally crammed. It was well known that this unusual attendance was composed of country gentlemen interested in similar property in other parts of the county. In this case there was, beyond doubt, a bias, and it may be that the case was practically decided before ever the appeal was called on. Yet there was no interest which could legally be taken advantage of as disqualifying. The same considerations obviously apply in many instances to the case of a jury. The law cannot, in practice, obviate the posssibility of a bias in all cases. Too wide a field would be opened; but that is no reason, of course, why the disqualification should not arise in certain cases where the interest is very obvious, and capable of being ascertained by tests which the law can apply.

BANKRUPTCY OF PERSONS WHO HAVE CEASED TO TRADE.

THE opinion which we expressed (*ante*, p. 226), that the *ratio decidendi* in the case of *Ex parte Schomberg*, *Re Schomberg* (23 W. R. 204, L. R. 10 Ch. 172), would require a person, in order to be adjudicated bankrupt as a trader, to be such at the time of his committing the act of bankruptcy on which he might be adjudicated, has been confirmed by the Court of Appeal in a recent case of *Ex parte McGeorge* (*ante*, p. 463). If *Ex parte Schomberg* must be taken as rightly decided, we do not see how any other conclusion could be arrived at. The effect of the two decisions is to render inapplicable to the present Act the whole of the cases decided upon former Bankruptcy Acts to the effect that a man who had retired from business might become a bankrupt as a trader in respect of debts contracted during the period of his trading or before he commenced trading. We do not think this alteration of the old law any improvement, but, accepting the law on the point as now finally laid down, it behoves practitioners to consider carefully what will be the effect of the decisions upon other sections of the Bankruptcy Act, 1869.

First, all acts of bankruptcy which are applicable to traders only will not be applicable to such a person. Thus if he, with intent to defeat or delay his creditors, departs from his dwelling-house or otherwise absents himself, or begins to keep house, or suffers himself to be outlawed, after he has ceased to trade, he will not have committed an act of bankruptcy on which a bankruptcy petition can be presented. Coupled with the provision in the Act that a petitioning creditor's debt must be a liquidated sum due at law or in equity, this presents additional opportunities for rogues to cheat their creditors. Whilst the debts of the creditors are maturing, the trader may realize his stock-in-trade, and cease to carry on business, and then say to his creditors that he is no longer a trader, and when their debts mature they cannot make him bankrupt as such, even though he may commit any of the acts which would be acts of bankruptcy in the case of a trader. And in case the debtor, being then a non-trader, should depart from his dwelling-house and leisurely leave the country, the creditors cannot avail themselves of rule 65 when their debts become due, so as to get an adjudication forthwith. True, they can make him bankrupt as a non-trader for departing out of England with intent to defeat or delay his creditors; but in default of personal service of the petition upon him they will have to go through all the formula prescribed by rule 61 of inserting a notice thereof in the *Gazette*, which simply means much delay where promptness of action is most required, coupled with greatly increased cost. Then should execution be issued against him for £50, and be levied by seizure and sale of his goods, this will not constitute an act of bankruptcy; nor will the sheriff be required, under section 87, to hold the proceeds for fourteen days to see whether any bankruptcy petition might be presented against him; nor will the proceeds of such execution, in case of an adjudication being made on a petition presented within fourteen days, have to be paid to the trustee. There have been a good many methods suggested for evading the provisions of that section, and this offers an additional one. Further, should a creditor issue a debtor's summons against the debtor under section 7, such summons will not mature until three weeks after service thereof, instead of seven days, all which is equivalent to giving additional time and opportunity to the rogue to mature his plans.

So much for the acts of bankruptcy. Let us now see how the decisions will operate upon the order and disposition clause of the Act. In section 15, sub-section 5, the words are the same as in section 6—viz., "being a trader." If, then, a bankrupt who had ceased to trade before he committed any act of bankruptcy has, at the commencement of his bankruptcy (*i.e.*, the date of his commital of an act of bankruptcy to which the trustee's title would relate back), any goods and chattels of another person in his possession, order, or disposition by the consent and permission of the the owner, such goods and chattels will not become the property of the trustee. Now, as we are not particularly enamoured with the law of order and disposition, and think that on the whole it works greater hardships than it remedies, if this were the only effect of the decisions, we should have no objection to urge against them. At the same time it is another inroad into the application of the doctrine of order and disposition which it is well to note.

Next, have the decisions any effect upon section 91 with regard to the avoidance of voluntary settlements? The words of that section are, "any settlement of property made by a trader," with certain exceptions therein enumerated, shall, in certain events, be void as against a trustee of the settlor's property in bankruptcy. On first consideration it might appear that the settlor must be adjudicated bankrupt *as a trader* in order that the section should apply. But we think that would be going much further than even the Court of Appeal would be inclined to go, and that it would be sufficient if the bankrupt was a trader at the time he made the settlement. But we do not consider the question beyond all doubt.

Lastly, what is the effect of the decisions we have been commenting upon upon section 11, sub-sections 14 and 15 of the Debtors Act, 1869? The first of those sub-sections provides that any person adjudged bankrupt, &c., shall be deemed guilty of a misdemeanor "if within four months next before the presentation of a bankruptcy petition against him, or the commencement of the liquidation, he, *being a trader*, obtains under the false pretence of carrying on business," &c. The other sub-section provides the same if, within the like time, "he, *being a trader*, pawns, pledges," &c. Would a trader, who committed one or other of those offences, and afterwards ceased to trade, and was, within four months of his committing the offence, adjudicated bankrupt as a non-trader, be liable to be indicted for such offence? or must he be also a trader at the commencement of his bankruptcy? It would, to our mind, be absurd to contend for the latter view. And yet, on the other view of the question, we have the anomaly of a man who cannot be adjudicated bankrupt as a trader, but

who, on being adjudicated as a non-trader, can then be prosecuted criminally for acts done by him which are only made offences when committed by a trader!

CORRESPONDENCE.

THE EMPLOYERS' LIABILITY ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The Court of Appeal decided on March 15, in the case of *Keen* v. *The Millwall Dock Company*, that the following statutory notice of injury was insufficient under the Act by reason of its not containing *the cause of the injury* as required by section 7, and that a nonsuit directed by the county court judge was right:—

"Sir,—I am instructed by George Keen, of 136, Rhodeswell-road, Limehouse, to apply to you for compensation for injuries received at your dock, particulars of which have already been communicated to your superintendent. I shall be glad to hear from you on the subject.

"(Signed) [Plaintiff's Solicitor.]"

The divisional court decided on May 20, in the case of *Stone* v. *Hyde*, that the following notice *was* sufficient to satisfy the statute; that the judge of the county court ought to have amended, and that the nonsuit which he directed was wrong:—

"Sir,—Mr. Stone, of 193, St. George's-road, Peckham, has consulted me respecting the injury sustained by him whilst in your employment on the 19th of November. He is now and for some time has been under medical treatment at Guy's Hospital as an out-patient particularly for injury to his leg, and has been unable to earn anything and will be for some time to come. "(Signed) [Plaintiff's Solicitor.]"

In both of these written notices there is not a word as to the cause of injury, therefore, as the matter now stands, it would appear that where an employer has been informed *verbally* of the cause of injury, but such cause of injury is not re-stated in the written notice, the notice is bad *in toto*, but where, up to the time of trial, the employer has no notice whatsoever of the cause of injury, the notice is not bad, but can be amended.

The case of *Keen* v. *Millwall Dock Company* was not cited to the judges of the divisional court, or it is probable they would have decided differently. ALFRED H. RUEGG.

3, Essex-court.

A GIGANTIC LIQUIDATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A Bill now pending in Parliament, styled "The City of Glasgow Bank (Liquidation) Bill," provides for the taking over by a company of the remaining assets of the bank, and you may like to put on record the following facts in connection with that most disastrous failure.

The bank was founded in 1840, and on the passing of the Companies Act, 1862, was incorporated as an unlimited company. For many years it did a large business, but in October, 1878, it stopped payment with liabilities of £14,400,000, or thereabouts, and with very small available assets. Two calls were made—the first of £500, and the second of £2,250—in respect of each £100 of stock held by the partners. These calls enabled the liquidators to pay off £13,063,147, and the claims remaining unsatisfied in October last amounted to £1,338,116. A large proportion of the outstanding assets are believed to be of increasing value, but cannot now be advantageously realized, hence the proposed transfer of the remaining assets and liabilities to a company, to be called "The Assets Company."

I may add that various sums, representing a total of £54,143, have not been claimed in the liquidation, and I venture to suggest that the names and addresses of the persons entitled, with the amount available in each case, should be published in the leading newspapers, so that persons interested may have a fair chance of making good their claims. Judging by the highly satisfactory results of like publicity in similar cases, there is every reason to believe that most of these unclaimed funds would be transferred to their rightful owners. EDWARD PRESTON.

1, Great College-street, Westminster, May 30.

During the Easter sittings in London, says the *Times* reporter, only fifteen cases—nine of which were set down for trial by special juries—have had to be made *remanets* for want of time to try them. Of the whole number of the causes, 205, as many as eighty have been tried out, just half of which were special jury cases. Sixty cases, thirty-two of which are set down for trial by special juries, have been made *remanets* by order, and forty-nine have been withdrawn.

CASES OF LAST WEEK.

HUSBAND AND WIFE—SETTLEMENT—CONSTRUCTION—EXCEPTION OF JEWELS—MARRIED WOMAN—SEPARATE ESTATE—ACTION FOR DEBT CONTRACTED BEFORE MARRIAGE—MARRIED WOMEN'S PROPERTY ACT, 1870, S. 12—MOTION FOR NEW TRIAL—POWER OF COURT TO ENTER JUDGMENT OR VERDICT—INTERPLEADER ISSUE—ORD. 1, R. 2—ORD. 40, R. 10.—In a case of *Williams* v. *Mercier*, before the Court of Appeal on the 25th ult., a question arose as to the construction of the ordinary clause in a marriage settlement providing for the settlement of other or after-acquired property of the wife, excluding jewels, trinkets, &c. The action was brought by a milliner against a married woman (sued without her husband) for the price of goods supplied to her by the plaintiff before her marriage. Judgment was recovered, and execution was levied upon some jewels which were alleged to be the separate property of the wife. These jewels had been given to her as wedding presents before her marriage, some of them by her husband and some by other persons. The husband claimed the jewels as his property, and thereupon the sheriff took out an interpleader summons, and an issue was directed to try the question whether at the time of the seizure by the sheriff the articles seized were the property of the husband as against the execution creditor. A settlement had been executed prior to the marriage, and it contained a declaration that all real and personal property to which the wife, or the husband in her right, at any time during the coverture, should become entitled, whether in possession, reversion, or otherwise, "except jewels, trinkets, ornaments of the person, plate, linen, china, furniture, pictures, prints, books, and articles of the like nature, which it is hereby declared shall belong to her for her separate use, and except also any legacy or other property acquired at one and the same time not exceeding in amount or value the sum of £300," should be transferred to the trustees of the settlement upon the trusts therein mentioned. The issue was tried before Lord Coleridge, C.J., and he assumed, as did the counsel on both sides, that the settlement did not affect the jewels which had been seized, and he directed the jury that, under the general law, they were the property of the husband, and therefore could not be taken in execution for the wife's debt contracted before marriage, and a verdict was accordingly found for the husband, who was the plaintiff in the issue. The defendant moved for a new trial, and on the hearing of the application in the divisional court the same view was taken of the effect of the settlement. Mathew, J., took the same view of the law as did Lord Coleridge, but Cave, J., differed, and thought that there ought to be a new trial. The application was, therefore, refused. The Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.), took an entirely different view of the construction of the settlement, holding that the effect of it was to make the jewels in question the separate property of the wife, and, therefore, liable to be taken in execution for her debt contracted before marriage. JESSEL, M.R., said that the jewels, being the property of the wife before the marriage, became the husband's property on the marriage, and then the settlement made them at once the separate property of the wife. LINDLEY, L.J., said it was strange that the view which this court took of the construction of the settlement should never have been taken before, but he thought it was not open to any other construction. It seemed to have been tacitly assumed by a common mistake that the settlement had nothing to do with the question.

Another question arose on the construction of section 12 of the Married Women's Property Act, 1870, which provides that a wife shall be liable to be sued for, and that any property belonging to her for her separate use shall be liable to satisfy, debts contracted by her before marriage "as if she had continued unmarried." It was urged, that even if the jewels were by virtue of the settlement the wife's separate property, still the verdict on the issue was right, because, no trustee of the jewels being appointed by the settlement, the husband must be a trustee of them for the wife, and, therefore, at law they were his property, and property in which the wife had only an equitable interest could not be taken in execution under the judgment. The court held that this objection was untenable. JESSEL, M.R., said that the effect of section 12 was that execution might issue against the separate property of the wife just as if she had been unmarried. It was then objected that, on a motion for a new trial in an interpleader issue, the court could not enter the judgment or verdict for the applicant instead of directing a new trial. It was said that, inasmuch as, by rule 2 of order 1, the old procedure and practice with respect to interpleader, under the Interpleader Acts, is now to apply to all actions and all divisions of the High Court, the power given to the court by rule 10 of order 40, upon a motion for a new trial, if satisfied that it has before it the materials necessary for finally determining the questions in dispute, to give judgment accordingly does not apply to a motion for a new trial in an interpleader issue. The court overruled this objection also. JESSEL, M.R., said that rule 10 of order 40 clearly applies to every application for a new trial. The old practice in interpleader remained, but there were in rule 2 of order 1 no negative words excluding the new powers which are given to the court by the Judicature Rules. LINDLEY, L.J., agreed that the old practice in interpleader must be observed. But when, as in the present case, there was really no question to be tried, he did not think the court would be exceeding its powers in entering the verdict at once for the execution creditor. The verdict was accordingly so entered, with costs in the divisional court and in the Court of Appeal.—SOLICITORS, *Lewis & Lewis; Pawle & Fearon.*

SOLICITOR—RIGHT TO ACT AGAINST FORMER CLIENT—INJUNCTION.—In a case of *Little* v. *The Kingswood and Parkhurst Colliery Company*, before the Court of Appeal on the 25th ult., a question arose as to the power of the court to restrain a solicitor from acting against a former client. The plaintiff had

employed the defendant Dyer as his solicitor in a former action against the defendant company, in which the company set up a counter-claim. The result of this action was that, under Dyer's advice, the plaintiff accepted some debentures of the company in discharge of his claim against them. The plaintiff subsequently discharged Dyer as his solicitor, and afterwards brought a second action against the company to enforce his debentures, in which action the company intended to set up their former counter-claim, and employed Dyer as their solicitor. The plaintiff alleged that, in acting for him, Dyer had acquired confidential information, the disclosure of which would seriously prejudice the plaintiff in his action to enforce his debentures, and he therefore claimed an injunction restraining the employment of Dyer, and the communication to the company of any information acquired by him when acting for the plaintiff. Hall, V.C., granted an injunction (*ante*, pp. 379, 386), restraining the company from employing Dyer as their solicitor. He held that the power of the court to restrain a solicitor from acting against a former client was not confined to cases where the solicitor had discharged himself, but that it extended to cases in which the solicitor had been discharged by the client. In the Court of Appeal, before the appeal had been heard out, the court (JESSEL, M.R., and LINDLEY, L.J.) suggested an arrangement between the parties, to which they assented, so that no judgment was delivered. But JESSEL, M.R., during the argument, intimated an opinion that the solicitor could not be restrained from acting against his former client in a case in which the client had discharged him without any misconduct on his part. The client could not deprive the solicitor of the means of earning his livelihood. The jurisdiction was founded on breach of trust, and in no case could the solicitor be allowed to communicate to the client's adversary information which he had acquired while he was acting for the client. And JESSEL, M.R., said that the Vice-Chancellor's order had gone further than any of the previous decisions, even those in the Irish court. His lordship also expressed an opinion that the proper course in granting such an injunction was to restrain the solicitor from acting for the new client, not to restrain the new client from employing him.—SOLICITORS, *Torr & Co.; Meredith, Roberts, & Mills.*

BILL OF SALE—REGISTRATION—AFFIDAVIT OF EXECUTION AND ATTESTATION—BILLS OF SALE ACT, 1878, ss. 8, 10.—In a case of *Ford* v. *Kettle*, before the Court of Appeal on the 26th ult., a question arose as to the construction of section 10 of the Bills of Sale Act, 1878. Section 8 of the Act provides that every bill of sale shall be duly attested and registered under the Act, otherwise it shall be deemed fraudulent and void as against (*inter alia*) execution creditors of the grantor, and, by section 10, "A bill of sale shall be attested and registered under this Act in the following manner:—(1) The execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting solicitor; (2) such bill, . . . and also a true copy of such bill, and of every attestation of the execution of such bill of sale, together with an affidavit of the time of such bill of sale being made or given, and of its due execution and attestation . . . shall be presented to, and the said copy and affidavit shall be filed with, the registrar within seven clear days after the making or giving of such bill of sale." In the present case a bill of sale of stock-in-trade and furniture was, on the 19th of December, executed by one Hooper in favour of the plaintiff to secure £500. The execution was attested by two witnesses, one of whom was a solicitor and the other was a solicitor's clerk. As regards the solicitor the attestation clause stated that the deed had been "signed, sealed, and delivered" by Hooper "in my presence, the effect hereof having been first explained to him by me." The bill of sale was taken to the office of the Queen's Bench Division for registration on the 20th of December, the affidavit required by section 10 being made by the clerk. It stated that a paper annexed thereto was a true copy of the bill of sale, and of every attestation of the execution thereof; that the deponent was present and saw Hooper duly execute the bill of sale, and that the same was made originally by him on the 19th of December, 1881; that the names or signatures subscribed as the attesting witnesses to the bill of sale were respectively in the proper handwritings of Burbidge (the solicitor) and the deponent, Burbidge being a solicitor of the Supreme Court; and that before the execution of the bill of sale the effect thereof was explained by Burbidge to Hooper. On the 4th of January, 1882, the goods comprised in the bill of sale was seized under an execution on behalf of the defendants, who were creditors of Hooper. The plaintiff claimed the goods under the bill of sale, and the sheriff took out an interpleader summons. An issue was directed to try whether the plaintiff or the defendants were entitled to the goods. It was objected by the defendants that the affidavit was not sufficient within section 10, and that, consequently, the bill of sale had not been duly registered, and was void as against them. The issue was tried before Field, J., and a verdict was found for the defendants. The plaintiff applied for a new trial, on the ground that the judge had misdirected the jury, but the application was refused by a divisional court. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) granted a rule *nisi* for a new trial, and the rule now came on for argument. JESSEL, M.R., said that he much regretted the decision at which he felt compelled to arrive. He was always exceedingly loth to allow a purely technical objection to prevail. At the same time a judge must not allow hard cases to make bad law. When you had an Act which was intended to be very strict, and you found on the fair interpretation of it that a condition which it required for insuring the validity of a bill of sale had not been complied with, the court was not at liberty to depart from the fair meaning of the Act. The form of attestation required by section 8 was not given in the Act, but its substance was given in section 10, which said that a copy of the bill of sale and of the attestation, together with an affidavit of (*inter alia*) the "due execution and attestation" of the bill of sale, were to be filed with the registrar. That was the registration. The registrar had no option in the matter. He must take the affidavit, which was not a preliminary to the registration, but part of the registration itself. The question was whether the affidavit in this case was in compliance with the Act. The Act said "due execution and attestation." His lordship did not think it mattered whether the word "due" was there or not, for no mode of execution was pointed out in the Act. The word "due," therefore, could not affect the meaning of the word "execution," and, consequently, it could not affect the meaning of the word "attestation." The word "due" might, therefore, be thrown out of consideration. What, then, did "attestation" mean? It was well understood. The ordinary form of attestation of a deed was "signed, sealed, and delivered in the presence of" the attesting witness. That was what "attestation" meant. The thing must be done in the presence of the man who in future would be able to testify that it was done. There was no attestation unless the thing was done in the presence of the attesting witness. The affidavit in the present case did not satisfy this test; it was consistent with it that the solicitor might have come in half an hour after the execution of the deed. It was not sufficient that the attestation clause should state that the solicitor had attested the execution; the Act required an affidavit of this, and here there was no affidavit that he had attested, or that he was present when the deed was executed, or of anything equivalent to that. His lordship quite agreed that, if this was the trial of an action, the court would say that the evidence that the solicitor had attested could not be objected to, and would infer that no one would have had the courage to make such an affidavit if the solicitor had not been present. But that argument only came to this—that if there were no Act of Parliament, you might infer that that had been done which the affidavit did not say was done. And his lordship did not see the answer to the argument that you could not indict a man for perjury because you chose to draw a wrong inference from what he had said. If the Act required a certain safeguard it could not be dispensed with. It appeared to his lordship, though he came to the conclusion reluctantly, that the affidavit was not sufficient, and the rule must be discharged, with costs. LINDLEY, L.J., said that it was essential to "attestation" that the attesting witness should be present and have the opportunity of observing what was done. The affidavit must, therefore, show that the attesting witness was present. The affidavit here did not show this. The court could not strain the words of the Act. This was a wretched technical objection, but the words of the Act must be followed.—SOLICITORS, *F. R. Wright; Ford & Ford.*

SHERIFF—FI. FA.—WRONGFUL SEIZURE—ACTION BY OWNER OF GOODS—INTERPLEADER—COSTS.—In a case of *Hilliard* v. *Hanson*, before the Court of Appeal on the 26th ult., a question arose as to the costs of an action brought against a sheriff by the owner of goods which the sheriff had seized under a writ of *fi. fa.*, issued against another person. The writ was issued against the goods of a son who lived in the house of his father. The son had no goods there, except some wearing apparel. The sheriff's officer seized this, and also the goods of the father. The father gave a verbal notice to the officer that the goods seized (other than the wearing apparel) were his property, and not the son's. The sheriff then took out an interpleader summons, but before this summons could be heard the father commenced an action against the sheriff alone, and applied to Hall, V.C., for an injunction to restrain the sheriff from remaining in possession of the plaintiff's goods, and from removing or selling them. Hall, V.C., granted the injunction. The sheriff appealed, and the Court of Appeal ordered the sheriff to withdraw, on the terms of £48 being paid into court to answer the execution, and the further hearing of the appeal was adjourned. When the appeal came on again it was stated that, on the hearing of the interpleader summons, the execution creditor had admitted that the goods which had been seized, with the exception of the wearing apparel, were the property of the father. The only question then remaining was as to the costs. JESSEL, M.R., said that the case was of considerable importance with regard to the procedure under executions. The execution creditor had directed the sheriff to seize all the goods in the father's house, and the sheriff seized them accordingly. There was no ground for alleging that there had been any abuse of the powers of the sheriff or any misconduct on his part or that of his officers. There was no reason why, on the interpleader summons, if no action had been brought, the judge should not make the ordinary order that no action should be brought against the sheriff. But, the action having been commenced, the form of the order would be to stay the proceedings in it. That, however, would not dispose of the costs. His lordship thought that the Vice-Chancellor ought not to have turned the sheriff out of possession without hearing the execution creditor, who ought either to have been made a party to the action or to have been served with notice of it. It was he who was really disputing the title to the goods. The order was, however, right in fact, as it turned out that the goods were the goods of the father, and the sheriff was really a trespasser. His lordship did not see how the sheriff could get any costs. If there were no interpleader he would have to pay costs, as having been in the wrong throughout. But as the sheriff had not acted improperly, his lordship did not see why he should be deprived of the protection he would otherwise have had, merely because the owner of the goods had commenced his action before the interpleader summons. The court ought to show its disapproval of the plaintiff's conduct in bringing the action prematurely by giving him no costs. It could not go further than that. The injunction would be dissolved, but no costs of the motion would be given in either court. LINDLEY, L.J., said that the action was vexatious and premature. The right course would have been to wait to see the result of the interpleader.—SOLICITORS, *W. R. A. Kime; W. Maynard.*

POWER—CONSTRUCTION—FRAUDULENT EXERCISE—PORTIONS FOR CHILDREN—POWER TO CHARGE ON LAND—VESTING—RAISABILITY—DEATH OF APPOINTEE BEFORE PERIOD FOR RAISING.—On the 19th ult., the Court of Appeal reversed the decision of Kay, J., in the case of *Henty* v. *Wrey* (30

W. R. 317, L. R. 19 Ch. D. 492). The questions were whether a power given to a tenant for life under a settlement of real estate to charge portions for younger children on the estate had been validly exercised, and, if it had, whether, under the circumstances, some of the portions were raisable. The tenant for life had power, in case he should have three or more children, other than an eldest or only son for the time being entitled under the limitations of the settlement to an estate in tail male in remainder expectant on his father's death, to charge the estates, by deed or will, with the sum of £10,000 for the portions of such three or more children. By a deed, dated the 17th of March, 1828, the father charged the estate with the raising and payment of £10,000 for the portion or portions of his three infant daughters (the only children he then had) to be a vested interest in them respectively immediately on the execution of the deed, and to be paid and payable at such times and in such proportions as the father should by deed or will appoint, and, in default of appointment, to be paid to such children respectively, share and share alike, at twenty-one, or on marriage, which should first happen, if it should happen after the father's death, but, if it should happen in his lifetime, then the portions should be postponed until after his death, unless he should consent to their being raised in his lifetime. This deed also contained a power for the father to vary or absolutely revoke the appointments therein contained and to make other appointments. By a deed dated the 10th of July, 1832 (indorsed on the last deed) the father charged the estates with the payment of £10,000 for the portions of his three daughters, to be a vested interest in them respectively immediately on the execution of the deed, and to be paid to them as mentioned in the deed of the 17th of March, 1828. The eldest daughter afterwards married. The other two died, one aged fifteen, in the year 1836, the other, aged eighteen, in the year 1845. In consequence of their deaths, their father, as their next-of-kin, became entitled to their interest in the £10,000. He never had any other children. On the 30th of August, 1851, he executed a deed by which he appointed that £5,000, part of the £10,000, should be raised and paid, immediately after his death, to the married daughter for her separate use. On the 22nd of November, 1851, a deed was executed, to which the father and the daughter and her husband were parties, by which in order to remove any doubt whether, by reason of the absence of a hotchpot clause from the former deed, she was not entitled to share in the £5,000, the remainder of the £10,000 which was unappointed, she and her husband joined with the father in assigning the unappointed £5,000 to two trustees, on trust absolutely for the father, as part of his personal estate, in case he should survive his wife. This event happened. On the 23rd of August, 1875, the father, in consideration of £3,000 paid to him by the plaintiff, assigned to the plaintiff the moiety of the £10,000 to which he was entitled under the above deeds. And by the deed of assignment he entered into an absolute covenant with the plaintiff for quiet enjoyment. The father died on the 11th of September, 1879. This action was brought by the purchaser, claiming to have the £5,000 which had been assigned to him raised out of the estate, and, in the alternative, if the court should be of opinion that it was not raisable, damages against the estate of the father for breach of covenant. Kay, J., held that on the deaths of the two daughters their interests in the £10,000 fell into the estate and became not raisable, and that, consequently, the plaintiff had no title to any part of the appointed fund. But his lordship held that the plaintiff was entitled to prove against the estate of the father for £3,000, the amount of his purchase-money, with interest thereon. His lordship treated the case of *Lord Hinchinbroke* v. *Seymour* (1 B. C. C. 394) as an authority for the proposition that a portion charged on real estate is not raisable if the child to whom it is appointed dies before the period fixed for raising it, even though the portion has become vested under the terms of the appointment. The Court of Appeal (JESSEL, M.R., and LINDLEY and HOLKER, L.JJ.) reversed the decision. JESSEL, M.R., had, during the argument, sent for the record of *Lord Hinchinbroke* v. *Seymour*, from which it appeared that Brown's report was inaccurate in statement, and his lordship showed, by quoting Lord Eldon's remarks in *McQueen* v. *Farquhar* (11 Vesey, 479), and in the case of the *Queensberry Leases* (1 Bligh, 397), that there were other omissions, and that the ground upon which Lord Thurlow proceeded had probably been misunderstood. The true ground was that the power in that case had, in fact, been fraudulently exercised. The father there had exercised the power by appointing to a daughter who was "at death's door in a consumption," as Lord Eldon said, in order that he might take out administration on her death, and obtain the appointed property for himself. On the whole, his lordship thought there was a balance of judicial opinion in favour of the view that Lord Thurlow had, in fact, based his judgment on the fraudulent exercise of the power. Lord Eldon and Lord St. Leonards favoured that view, while Lord Hatherley, in *Lady Wellesley* v. *Lord Mornington* (1 Jur. N. S. 1202), and Sir Anthony Hart, in *Edgeworth* v. *Edgworth* (1 Beatty, 334), were against it. Lord Eldon would probably have learnt the facts of the case in his own practice. The case was decided in 1784, at which time there was very few counsel practising in the Court of Chancery. The result was that *Lord Hinchinbroke* v. *Seymour* was not an authority for the supposed rule of law. In his lordship's opinion the power was well exercised in this case. There was no evidence that the father thought his children would die when he appointed to them, and his lordship was shocked at such a suggestion. It was the appointment of 1832, not that of 1828, which must be considered, and it was not difficult to see that the mode of vesting was directed in order to benefit the children. LINDLEY, L.J., was of opinion that, on the true construction of the power, the appointment was warranted by it. The power authorized an appointment by deed, revocable or irrevocable, or will, and it expressly authorized the donee to exercise his own judgment, not only as to the time when the appointed fund should be made to vest, but also as to the time when it should be made payable. It would not be right to construe the power more restrictively than its objects and its words required, especially having regard to the fact that there was no provision for the maintenance of the children in default of appointment. The appointor had the choice whether he would appoint by deed or will, and in the absence of evidence of fraud the court could not control his choice as to that, or as to the time of vesting of the fund. The next question was whether the appointment was invalid by reason of its being a fraud on the power. By a "fraud" his lordship understood an abuse of the power, or, in other words, an exercise of it for some purpose different from that for which it was conferred. In the present case there was no evidence of any fraud or abuse, apart from the documents and the state of the appointor's family, and from these materials alone his lordship could not come to the conclusion that the power had been exercised otherwise than *bonâ fide* for the benefit of the children who were its proper objects. Fraud or improper motives ought not to be presumed; they must be proved. The third question was whether, assuming the appointment to be valid, the portions of the two children who died under twenty-one ever became raisable. There certainly were many cases in the books, and expressions both in judgments and in writings of authors of celebrity, which tended to show that, where portions for children are charged on real estate, and the children die in infancy (and if daughters unmarried), before the time for raising the portions has arrived, the portions not being required are not raisable, and sink into the inheritance for the benefit of the owners of the land on which they were charged. The language of Lord Thurlow in *Lord Hinchinbroke* v. *Seymour*, as reported in 1 B. C. C. 394, was in favour of this view, and other language to the same effect was to be found in other cases collected in *Edgeworth* v *Edgeworth*. The judgment of KAY, J., in the present case was evidently influenced by these decisions and expressions of opinion, and it became important to examine the subject, and to ascertain the grounds and the limits of the supposed doctrine. An examination of the authorities would show that the question under consideration was intimately connected with the question of construction, and that there was considerable danger of confusion and error if they were not examined separately. His lordship then referred to a number of the older authorities, in which he said that the reason why a portion charged on land was held not to be raisable was, not that it was not wanted, but that it had not vested before the death of the person entitled to it. In other cases about the same date, in which portions charged on land were held to have vested, the portions were held to be raisable, although in some of them the persons entitled to the portions had died too young to require the money. Having carefully examined all the older authorities bearing on the subject, his lordship could find nothing, unless it was *Lord Hinchinbroke* v. *Seymour*, which warranted the notion that a portion, charged on land and vested, was not to be raised if the person entitled to it died before he might want it. His lordship then referred to four cases, which he said were the most important of the modern decisions—viz., *Edgeworth* v. *Edgeworth*; *Keily* v. *Keily* (2 D. & W. 38); *Remnant* v. *Hood* (2 D. F. & J. 396); *Davies* v. *Huguenin* (1 H. & M. 730). His lordship said that there was, no doubt, considerable difficulty in reconciling all the authorities on the question when a portion charged on land vested, and when it did not, and the court had often struggled, even against the words of an instrument, in order to avoid coming to the conclusion that a portion charged on land in favour of a child vested before that child attained twenty-one or married. This was the true explanation of the observations in *Edgeworth* v. *Edgworth*, *Remnant* v. *Hood*, and *Davies* v. *Huguenin*. But, when once the conclusion was arrived at that the portion was vested, there was no conflict of authority with respect to the right to have it raised. In the present case the period of vesting was plainly fixed, and there was no difficulty on that point, if the appointment was authorized by the power, which, for the reasons already stated, his lordship held that it was. With respect to *Lord Hinchinbroke* v. *Seymour*, his lordship was unable to reconcile it with the other authorities, except on one of two suppositions—viz., either that the appointment was not authorized by the power, if properly construed, or that the appointment was a distinct fraud on the power. By reason of the well-known illness of the appointee, Lord Eldon, in 11 Ves. 479, and 1 Bligh, 397, understood the case to have proceeded on the latter ground; so apparently did Lord St. Leonards (4 D. & W. 55). Brown, however, did not mention this, nor did he notice the important fact that there was a provision for the daughter and her maintenance in default of appointment, which might materially affect the construction of the power. This fact was surmised by, although not known to, Mr. Chance, who had made some valuable comments on the case in his excellent work on Powers (vol. 1, p. 463, *et seq.*). The decision in that case was plainly correct, though, owing to the way in which it was reported, its grounds had been misunderstood on some occasions. His lordship said that, from a careful examination of all the authorities which he had examined, he had arrived at the following results:—(1) That powers to appoint portions charged on land ought, if their language was doubtful, to be construed so as not to authorize appointments vesting those portions in the appointees before they wanted them—*i.e.*, before they attained twenty-one, or (if daughters) married. (2) That when the language of the power was clear and unambiguous, effect must be given to it. (3) That when, upon the true construction of the power and the appointment, the portion had not vested in the lifetime of the appointee, the portion was not raisable, but sank into the inheritance. (4) That when, upon the true construction of both instruments, the portion had vested in the appointee, it was raisable, even although the appointee died under twenty-one, or (if a daughter) unmarried. (5) That appointments vesting portions charged on land in children of tender years, who died soon afterwards, were looked on with suspicion, and very little additional evidence of improper motive or object would induce the court to set aside the appointment, or treat it as invalid, but that without some additional evidence the court could not do so. Applying these principles to the present case, his lordship was of opinion that the appointment was valid, and that the decision of Kay, J., must be reversed.—SOLICITORS, *Hadden, Woodward, & McLeod; Morice & Toller; Warry, Robins, & Co.*

PRACTICE—LIMITED COMPANY—CREDITOR'S PETITION TO WIND UP—DEBT DUE FROM PROMOTERS—DISMISSAL OF PETITION—COSTS OF PERSONS

APPEARING AND OPPOSING—CONTINUATION OF PROCEEDINGS.—In the case of *In re The Capital Fire Insurance Association (Limited)*, before Chitty, J., on the 24th ult., a petition for the winding up of the company was presented by a creditor whose debt in support of the petition consisted of a claim for advertising the company, and the question raised was whether the debt was the debt of the company or of its promoters. CHITTY, J., said that a tradesman who desired to deal in a strictly business-like way with a company should only execute orders on the receipt of a communication from the authorized hand of the company—namely, from its board of directors, by its proper officer, such as the secretary to the company. It was, however, no doubt usual for advertisement agents to accept orders from promoters. It often happened that promoters gave orders and pledged their individual credit in the expectation of being relieved from the liability thus incurred when the company was founded, and it was apparent in such a case that the advertisement agent could only enforce payment by proceeding against the promoters individually, and not by proceeding against the company after it was founded. In the present case he was of opinion that the petitioner looked to the promoters and not to the company for payment. A great mistake was often made by tradesmen dealing with promoters, for they thought that they would be entitled to have the benefit of any agreement between the promoters and the company. That was not so. The petition must be dismissed, with costs. His lordship held also, with reference to the costs to be paid by the petitioner, that there must be one set for the company opposing, another set for shareholders appearing and opposing, and a third set for creditors appearing and opposing.—SOLICITORS, *Brandons; Halse, Trustram, & Co.; Beall; Stoneham & Co.; Greenfield & Abbott.*

THE LATE LORD JUSTICE HOLKER.

ON Friday week, in the Court of Appeal at Westminster, LORD COLERIDGE, on taking his seat, said:—I feel that being present here with you to-day, I am rather here for the purpose of inviting you to express your respect for the character of him whom we have lost—your estimate of his great powers and your sorrow for his loss—than to express my own. Not—as I am sure I need hardly say—that I do not feel sorrow, deep and true, but that you, especially the Solicitor-General and some others whom I see here, knew him much better than I did, and your opportunities of judging of his character and powers were far larger than the chances of the profession brought to my share. Yet, as I am here, perhaps this very circumstance is not without its value, because it enables me to give independent and peculiar testimony to the quickness and the greatness of his professional success. For I myself left the bar late in 1873, and at that time Sir John Holker had hardly had opportunities of being heard in the House, and was little known in the courts in London, though I knew that at that time he was very eminent on his own circuit. But now, after the lapse of scarcely more than eight years, we are met together to lament over the loss of a man who, in the meanwhile, had filled, with universal applause, the offices of Solicitor-General and Attorney-General, and who, at the time of his death, stood, by universal consent, in the very first rank of the profession, both as an advocate and as a lawyer. Looking back over my own recollections, I cannot call to mind another instance of professional success at once so rapid and so enduring. And you and I know perfectly well that the fame he won was fairly won, and that he well deserved to win it. For you and I know the profession to which we all belong, and if it judges, as it does judge, generously, it almost always judges justly, and if it agrees, as in the case of Sir J. Holker, unanimously to respect and admire, it is because he was known to be worthy of its admiration and respect. But it is not only—nor, perhaps, chiefly—the great advocate and the sound lawyer whose loss we lament to-day; it is the friend, the companion, the simple, genial man, whose memory will live as long as any of us live, and who has left behind him a void which cannot adequately be filled. I myself know some—very likely some of those I address know many more—acts of generous, almost parental kindness, done by him—simply, unpretendingly, with no ostentation, without effort, without display, and, so far as he was concerned, apparently almost as a matter of course. And I do believe that there never beat a kindlier heart in any human breast. I do believe that a truer and manlier nature than Sir John Holker's never existed among men. He is gone from us, and we who are left behind must recollect what he was. No success ever spoilt him, no elevation ever puffed him up; he remained the same quiet, simple, unpretending man, unassuming, without an atom of vanity, or selfishness, or even self-assertion. Let it be forgiven if among the friends, by whom it will be understood, I use the kindly and endearing name by which we all knew him so well—he was the same "Jack Holker" from the beginning to the end. But it is not only in these aspects; it is also as a judge we have to consider him. The short time he spent upon the bench was spent in illness, in sickness, in pain; in the decay, not of his mental, but his physical powers, under infirmities which rendered the effort to use his mental powers sometimes almost greater than he could endure. What he would have been ultimately as a judge it is not possible for any of us to say, and in that regard he must remain one of those "heroes of unfulfilled renown," of whom there are so many in life, and whose fate must fall on any thoughtful man who looks on the destinies of his race, if perhaps with hope, certainly with grave sadness. Mr. Gladstone, who is no bad judge in such matters, is known to have said of him that he considered him one of the very closest and most fearless of legal reasoners he had ever listened to; and I know that it was to Sir John Holker a singular and peculiar gratification that the just recognition of his great professional eminence came from one who had no peculiar bias to disturb his judgment in his favour. Certainly, if sense and learning; if vigorous understanding and accurate language; if strong grasp of facts and principles; if transparent honesty of purpose; if sweetness of temper, and unwearied courtesy, and consideration for every human being who came in contact with him; if these things are—as they are—great qualities of a judge, these great qualities he had in the largest and amplest measure. We may regret; we may grieve that the exercise of these great powers has been cut short by a power which cannot be resisted; but he has left behind him an unstained reputation; he has left behind him a memory which will live and be cherished by us as long as life is spared to us; and, if we mourn, as we all do, his loss—it is at least left to us, as best we may, to strive to imitate his virtues.

The ATTORNEY-GENERAL (the Solicitor-General and the whole of the members of the bar present rising with him) said:—My Lord Chief Justice has referred to the position which Sir John Holker occupied on the bench; but he had so recently left us that we feel as if he had fallen out from our ranks and lain himself down and gone to his rest. He had been among us in his familiar presence in the every-day work of our professional life so long and so constantly that we found it difficult to realize the fact that he was no longer one of us. During that time, while on the road to high success, leaving many behind him and passing many by, he had the rare good fortune never to raise one feeling of envy or enmity in any man's breast. He never had, he never could have had, one man to judge him harshly, one man who grudged him his success. The reason was that in all the progress of that success he never would make use of any factitious, any adventitious means, and by the mere strength of his arm and the truth and temper of his blade, he worked his way towards the high position he attained. What he was, all who were associated with him, whether as opponents or as colleagues, whether as contemporaries or juniors, can well bear witness. He never spoke one hard, one hasty word, but always bore himself with kindness and consideration to every one who came in contact with him. My lord has truly said how great an example he has set to every advocate, for while zealous for his clients, he was always just towards his opponents. The Lord Chief Justice has said what all who knew Sir John Holker would have wished to have expressed—no success ever spoilt him, and to the last he was what he was at first—unaffected, simple-minded, kindly, and considerate. But my lord has said these things, and I do but echo his words. One thing only we can do, and that is—while cherishing the memory of a friend who is gone, and while strewing these few flowers upon his grave, to draw from his example the knowledge that plain, straightforward, honest conduct can win much of success and the commendation and admiration of the good and the just among the English public.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

April, 1882.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

First Class.

In the opinion of the committee the standard attained by the candidates does not justify the issue of any first-class list.

Second Class.

[In Alphabetical order.]

George Francis Colborne, B.A., who served his clerkship to Mr. John Edward Ward, and to Mr. Thomas Colborne, of Newport, Monmouth.

Edgar Ernest Deane, who served his clerkship to Mr. John Arthur Deane, of Batley, and to Samuel Robinson, of Bradford.

Alfred Otho Harnett, who served his clerkship to Mr. Webster Butcher, of London.

John William Hudson, who served his clerkship to Mr. John Walton Berry, of Bradford.

Thomas Ormandy Jackson, who served his clerkship to Mr. Stephen Hart Jackson, of Ulverston.

Joseph Patrick McKenna, who served his clerkship to Mr. Alfred Clement Kent, of Liverpool.

John Tatham Ware, who served his clerkship to Mr. Henry John Ware, of York.

Third Class.

[In Alphabetical order.]

Stuart Frederick Bates, who served his clerkship to Mr. Robert Spence Watson, of Newcastle-on-Tyne.

Charles Frederick Bennett, who served his clerkship to Mr. William Smith, of Sheffield.

Frederick William Boorman, who served his clerkship to Mr. Edward White Bewley, of Gravesend.

Frank Joseph Carr, who served his clerkship to Messrs. Dees & Thompson, of Newcastle-on-Tyne.

Edward Robert Porter Etheredge, who served his clerkship to Mr. Edward Atkinson, of Manchester.

George Murray Hill, B.A., who served his clerkship to Mr. John Wreford Budd, of London.

Harold Bee James, who served his clerkship to Mr. William Warren, of Leeds.

Thomas Ambrose Nelham, who served his clerkship to Mr. John Raven, of London.

Gerard Paxon, who served his clerkship to Mr. John Thomas France Collins, of London.

John Ostler Philpin, who served his clerkship to Mr. Antony Temple, of Kington.

William Latimer Sayer, who served his clerkship to Mr. William Simon Rackham, of Norwich.

Sidney George Spreat, who served his clerkship to Mr. Joseph Addison, of London.

The council have given class certificates to the above-named candidates.

The number who attended the examination was 52.

PRELIMINARY EXAMINATION.

The following candidates were successful at the Preliminary Examination held on the 10th and 11th of May, 1882 :—

Allen, William Edward
Anderson, William
Auden, Thomas Edward
Ayscough-Smith, Hugh H.
Baines, James Elliott
Bakewell, George
Balden, Samuel Dinsdale
Barrow, Albert Stuart
Barrowclough, John
Beeching, Herbert John
Bell, Robert
Bennett, Ernest William Thomas
Besant, Henry Edgar Robert
Bird, John Arthur
Bird, John William Edwin
Bolton, Walter Septimus
Bostock, Henry
Bostock, William Masefield
Boucher, Guy Boucher
Brockbank, William Edward
Bromley, Richard
Buntiog, Milward Bethick
Burton, Frederick George
Burton, Harry
Canning, Philip Lovell Hampden
Caunter, Henry Lyde
Cavell, Harry St. John
Chaldecott, Francis Miller
Chamberlain, George Harry
Christie, George Norman
Clench, Sidney Augustus
Clough, Robert William
Conolly, John
Cooke, Walter Ainsworth
Coombs, Richard Samuel Gurney
Copnall, Henry Hampton
Cottrell, Charles
Crawshay, G. S.
Cutler, G. H. W.
Daniell, Herbert Basil
Day, John Estcourt
Dixon, Albert Edward
Dixon, Herbert Griffith
Docker, George Dudley
Duke, William Griffiths
Eaton, Arthur Frederic
Evans, Alfred
Fernihough, George
Fletcher, William
Forward, John Adams
Gallaher, Thomas Henry
Gifford, James
Glover, Arthur
Goodwin, Thomas Henry
Gratton, Herbert Sterland
Green, Arthur Gordon
Greenbeam, Alfred
Grist, Edward James
Guise, Hubert Charles
Hands, Albert Edward
Hankinson, Richard Cecil
Hardcastle, Melvill Joseph
Harper, James
Harris, Reginald Brunel
Henderson, James Stewart
Hervey, Charles Lionel
Hodgkinson, Edward Dixon
Hodgson, Henry
Horsfall, Frederick Wilson
Howard, William John
Howell, Edward Rawson
Huband, Thomas
Hughes, William
Hulme, Robert Edwards
Isaacs, Alfred Henry
Johnson, Arthur Ambrose
Jones, Ebenezer Gwyn
Jones, Frederick Arthur
Jones, John Parry
Jones, John Thomas
Jones, Watkin
Kent, Frederick Edwin
Kesteven, John Broughton
Kite, Ernest Acton
Koek, Edwin Rowland
Laybourne, Percy
Leach, Ralph Cecil
Lee, Arthur
Lewis, George Herbert
Lilly, Humphrey Chetham
Litchfield, Herbert
Livett, William Bridges
Llewellin, William Cleeves
Lloyd, Frederick Charles
Lloyd-Worth, William Worth
Lucas, Edward
Lumb, George
Markham, Christopher Alexander
Masters, Thomas James Poole
Mathews, Frederic John
Maudsley, Laurence Long
Maugham, George
Mayson, Joseph
Messent, Francis Edward
Morton, John Tatham
Mote, William Jabez
Mullock, Richard Arthur
Neve, William
Newton, George Daniel
Nichols, John
Norman, Arthur
North, John Hudson
Owen, John Vulliamy
Palmer, Thomas Joseph Mills
Pearson, Alfred Cross
Peren, Robert Henry
Phillips, Frank
Philipps, John Lewes
Phillips, Hugh Stowell
Phillips, Mark Thomas
Philpott, Thomas Vincent
Pierce, Walter William
Piper, Charles
Poole, Francis Joseph
Preston, Sydney Elliott
Pye, William Edmund
Rawlins, Frederick Percy
Ray, Percy Charles
Rayner, Wilfred
Raywood, Richard
Richardson, William Henshaw
Rickards, Henry James
Roberts, Lewis Jones
Robinson, Frederick Palmerston
Robinson, George Henry
Rorke, George Samuel
Row, Charles
Savory, Arthur Edmund
Savory, John
Saxon, William Kershaw
Scales, William Johnston
Senior, Bernard
Serjeant, Charles
Simmons, Robert
Smith, Charles Arthur
Smith, Harold Seton
Smith, Harry Hall
Smith, Henry
Smyth, Percy Meliss
Southworth, William Turner
Spencer, John Wilson
Stammers, Sidney Joseph Richard
Stoughton, John Arnold
Stoddart, George Robert Douglas
Swarbreck, Thomas
Sweet, Arthur Francis
Symonds, Christopher Barker
Taylor, Bernard John Howard Odin
Taylor, Marshall
Tetley, Arthur Wilkinson
Thomas, Arthur Russell
Thomas, Richard Jenkin
Thomson, William Archer
Tongue, Henry
Tooth, Percy Ernest
Treacher, Arthur Veary
Trimmer, Charles Henry
Turnell, Rowland
Turner, Richard
Turnour, Edward Adolphus
Vigers, Stanley Newton
Wakeford, William Frederick
Wansey, Arthur Alfred
Wathen, Edward
Webb, Edwin James Turner
Weeks, Vincent Bennett
Wells, Ernest Fleetwood
Welton, William
Whytt, David
Wimbush, Francis
Wise, William Henry
Wood, Frank Peters
Worrall, William Clare
Wyson, Ho
Yeo, Hilary James

LEGAL APPOINTMENTS.

Sir CHARLES SYNGE CHRISTOPHER BOWEN, who has been appointed a Lord Justice of the Court of Appeal, in succession to the late Sir John Holker, is the son of the Rev. Christopher Bowen, and was born in 1836. He was educated at Rugby, and was successively scholar and fellow of Balliol College, Oxford. He obtained the Hertford Scholarship in 1855, the Ireland Scholarship and the Chancellor's Prize for Latin verse in 1857, and the Arnold Prize in 1859, and he graduated first class in *literæ humaniores* in 1858. He was called to the bar at Lincoln's-inn in 1861, and practised on the Western Circuit. He was for several years recorder of the borough of Penzance, and he was junior common law counsel to the Treasury from 1872 till 1879, when, upon the resignation of Sir John Mellor, he was appointed a judge of the Queen's Bench Division, and received the honour of knighthood. Lord Justice Bowen is a bencher of Lincoln's-inn.

The Right Hon. JOHN DAVID FITZGERALD, LL.D., one of the judges of the Queen's Bench Division in Ireland, who has been appointed an additional Lord of Appeal in Ordinary under the provisions of the Appellate Jurisdiction Act, 1876, was born in 1816. He is an LL.D. of Trinity College, Dublin, and he was called to the bar in Ireland in 1838, when he joined the Munster Circuit. He became a Queen's Counsel in 1847, and he represented Ennis in the Liberal interest from 1852 till 1860. In 1855 he was appointed Solicitor-General for Ireland, and in the following year he became Attorney-General, and was sworn in as a member of the Irish Privy Council. He retired with his party in February, 1858, but he returned to office in June, 1859, and in the following year he was appointed a puisne judge of the Court of Queen's Bench.

Mr. JOHN THOMPSON, Q.C., Attorney-General of Nova Scotia, has been appointed Prime Minister for that province.

Mr. THOMAS JOSEPH TEE, solicitor (of the firm of Ashley, Tee, & Son), of 7, Frederick-place, Old Jewry, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES HENRY REILLY, barrister, of Calcutta, has been appointed to officiate as Assistant Secretary to the Government of Bengal in the Legislative Department. Mr. Reilly was called to the bar at the Middle Temple in Trinity Term, 1870.

Mr. WILLIAM MARKBY, D.C.L., Reader on Indian law in the University of Oxford, has been elected an Honorary Fellow of All Souls College.

Mr. VICTOR ALEXANDER WILLIAMSON, barrister, who has been created a Companion of the Order of St. Michael and St. George, in recognition of his public services in Mauritius and Fiji, is the son of the late Sir Hedworth Williamson, baronet. He was born in 1838; was educated at Christ Church, Oxford, and was called to the bar at the Inner Temple in Michaelmas Term, 1865. He was formerly a member of the North-Eastern Circuit.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GLOBE ACCIDENT ASSURANCE COMPANY, LIMITED.—By an order made by Chitty, J, dated May 22, it is ordered that the voluntary winding up of the company be continued. Wyatt and Barraud, Cannon st, solicitors for the petitioner

HENRY STUART AND COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated May 15, it was ordered that the voluntary winding up of the company be continued. Galloway, Prescot, solicitor for the petitioner

LONDON AND PROVINCIAL TRADERS' WHOLESALE STORES, LIMITED.—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of their debts or claims, to James Waddell, Queen Victoria st. Friday, July 7, at 12, is appointed for hearing and adjudicating upon the debts and claims

NATIONAL FUNDS ASSURANCE COMPANY, LIMITED.—Chitty, J., has fixed Wednesday, June 7, at 12, at his chambers, for the appointment of an official liquidator

WYNAAD DISTRICT GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented May 15, directed to be heard before Chitty, J., on June 10. Lawrance and Co, Old Jewry chbrs, solicitors for the petitioner

[*Gazette*, May 26.]

ANGLO-UNIVERSAL BANK, LIMITED.—By an order made by Chitty, J., dated May 20, it was ordered that the voluntary winding up of the bank be continued. Ashurst and Co, Old Jewry, solicitors for the petitioner

GLYN NEATH COLLIERIES, LIMITED.—Petition for winding up, presented May 24, directed to be heard before Hall, V.C., on June 9. Manton and Morris, Queen Victoria st, agents for Parker and Brailsford, Sheffield, solicitors for the petitioners

KEIGHLEY HERALD NEWSPAPER COMPANY, LIMITED.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to William Mann, Keighley, Cashier to William Land and Son, Keighley. Monday, July 3, at 12, is appointed for hearing and adjudicating upon the debts and claims

MYSORE REEFS GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented May 25, directed to be heard before Chitty, J., on Saturday, June 10. Snell and Co, George st, Mansion House, solicitors for the petitioner

WHITEHAVEN IRON MINES, LIMITED.—Bacon, V.C., has, by an order dated May 5, appointed John Henry Tilly, Queen Victoria st, to be official liquidator

[*Gazette*, May 30.]

UNLIMITED IN CHANCERY.

FIRST CHESHIRE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented May 24, directed to be heard before Fry, J., on Friday, June 9. Prior and Co, Lincoln's inn fields, agents for Harris, Liverpool, solicitor for the petitioner

[*Gazette*, May 26.]

COMMERCIAL BANK CORPORATION OF INDIA AND THE EAST.—Chitty, J., has, by an order dated April 20, appointed Richard Alabaster, Guildhall chbrs, to be official liquidator, in the place of William Hopkins Holyland

[*Gazette*, May 30.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

ROGER LEIGH AND COMPANY, LIMITED.—Petition for winding up, presented May 25, directed to be heard before the Vice-Chancellor, 21, Old sq, Lincoln's inn, on June 12, at 10.30 Ritson and Grundy, Manchester, agents for Bryan, Hindley, solicitor for the petitioner

[*Gazette*, May 26.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Swan inn, Wood Newton, Northampton. May 23

NELSON TEETOTAL SICK AND BURIAL SOCIETY, Mission hall, St George's Market, London rd, Southwark. May 22

[*Gazette*, May 26.]

COHEN'S PERSEVERANCE BENEFIT SOCIETY, Cocoa Rooms, Railway st, Kington on Hull. May 26

ROYAL FREE MINERS' FRIENDLY SOCIETY, Globe Inn, Cinderford, Gloucester. May 25

[*Gazette*, May 30.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

DARE, HENRY ARTHUR KEKEWICH HALL, Inner Temple. June 8. Glyn v Lee Warner, also Molesworth v Glyn, Hall, V.C. Wing and Dubane, Gray's inn sq

FERNE, CHARLES, Merton, Surrey, Builder. June 20. London Joint Stock Loan, Discount, and Investment Company, Limited v Ferne, Hall, V.C. Armstrong, Chancery lane

HURRELL, SUSAN, Elm house, Brixton. June 2. Tandy v Green, Bacon, V.C. Tucker, Serle st, Lincoln's inn

LUCKIE, EDWARD, Cannon st, Merchant. June 6. Nixon v Luckie, Hall, V.C. Garrett, St Michael's alley, Cornhill

MATHEW, THOMAS CHARLES, Kentish Town rd, Brass Founder. June 15. Stuart v Mathew, Chitty, J. Learoyd, Albion chmbrs, Moorgate

MORGAN, THOMAS, Durns Rock, Cadoxton-juxta-Neath, Glamorgan, Innkeeper. June 5. Rossiter v Lewis, Fry, J. Jones, Merthyr Tydvil

PAYNE, JAMES, Gloucester, Stone Merchant. June 10. Philp v Payne, Fry, J. Stephenson, Hull

POOL, WILLIAM, Shawheath, Nether Knutsford, Chester, Farmer. June 10. Lee v Pool, Hall, V.C. Hankinson, Manchester

POTTER, RICHARD, Middlesbrough, York, Builder. May 25. McMinn v Wilson, and Stubbs v Wilson, Fry, J. Stubbs, Middlesbrough

TICKNER, JAMES, Farncomb, Godalming, Surrey, Gent. June 6. Mudd v Tickner, Bacon, V.C. Craig, Guildford

[*Gazette*, May 16.]

BOZWARD, JOHN, Kington, Hereford, Tallowchandler. June 6. Bozward v Bozward, Fry, J. Cheese, Kington

HARGREAVES, GEORGE, Bolton le Moors, Cotton Spinner. June 12. Hargreaves v Baldwin, Hall, V.C. Fullagar, Bolton le Moors

WOODHEAD, JOSEPH, Halifax, Cloth Manufacturer. June 19. Woodhead v Woodhead, Chitty, J. Longbottom, Halifax

[*Gazette*, May 19.]

COOMBES, ROBERT, Thornhill rd, Barnsbury, Gentleman. June 20. Coombes v Parfitt, Bacon, V.C. Sandeman, Northampton sq, Clerkenwell

VAUGHAN, WILLIAM, Weston upon Trent, Yeoman. June 17. Vaughan v Massey, Chitty, J. Hitchin, Runcorn, Chester

[*Gazette*, May 23.]

LEGAL NEWS.

The following are the circuits which have been chosen by the judges for the ensuing Summer Assizes—viz.:—Western Circuit, Lindley, L.J., and Lopes, J.; South-Eastern Circuit, Pollock, B., and Hawkins, J.; Midland Circuit, Grove and Fry, JJ.; North Wales Circuit, Huddleston, B.; South Wales Circuit, Manisty, J.; Oxford Circuit, Bowen, L.J., and Watkin Williams, J.; North-Eastern Circuit, Mathew and Cave, JJ., and Northern Circuit, North, J., and another judge not yet selected.

On the motion in the House of Commons, on the 25th ult., for going into committee on the Supreme Court of Judicature Acts Amendment Bill, the Attorney-General said the object of the Bill was to take away from the judges of the Supreme Court the power to make rules and regulations for the conduct of the business of the courts which they now possessed, and to provide that any rules they might make should not come into operation until they had been laid for forty days upon the table of the House. He could not assent to the Bill, which, he believed, was founded on a rumour that the judges intended to make such alterations in procedure as would practically to a great extent abolish trial by jury. If the Bill could be modified so as to limit its operation to any rules which should alter the mode of trial and make it necessary that such alteration should be laid before Parliament, he would favourably consider it. Sir H. Giffard said the existing power for the judges to alter the law, especially that of trial by jury, by making rules, should be limited. The Solicitor-General pointed out that the judges only had power to modify the rules, not the provisions of the Judicature Act.

LEGISLATION OF THE WEEK.

HOUSE OF COMMONS.

May 25.—*Bill Read a Second Time.*

Conveyancing (referred to Select Committee).

Bills in Committee.

Poor Rates (passed through Committee); Supreme Court of Judicature Acts Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Didcot, Newbury, and Southampton Junction Railway; Easton Neston Mineral, and Towcester, Roade, and Onley Junction Railway; Harris's Endowment and Dundee Education; Newhaven Harbour; Padiham and Hapton Local Board; Radstock, Wrington, and Congresbury Junction Railway; Rothwell Gas; Rugby Gas; Stroud Water.

New Bill.

Bill to extend and improve the Middlesex Land Registry, and to amend the law relating thereto (Mr. HOPWOOD).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, June	5	Mr. Farrer	Mr. Pemberton	Mr. Merivale
Tuesday	6	King	Clowes	Latham
Wednesday	7	Farrer	Pemberton	Merivale
Thursday	8	King	Clowes	Latham
Friday	9	Farrer	Pemberton	Merivale
Saturday	10	King	Clowes	Latham
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, June	5	Mr. Carrington	Mr. Cobby	Mr. Ward
Tuesday	6	Jackson	Koe	Teesdale
Wednesday	7	Carrington	Cobby	Ward
Thursday	8	Jackson	Koe	Teesdale
Friday	9	Carrington	Cobby	Ward
Saturday	10	Jackson	Koe	Teesdale

SALES OF ENSUING WEEK.

June 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, May 20, p. 4).

June 8.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

MELLOWS.—May 29, at 2, Saint Mark's-villas, Peterborough, the wife of William Mellowe, solicitor, of a son.

MARRIAGE.

CASE—WATTS.—May 27, at St. Saviour's Church, St. George's-square, Charles Alfred Case, of Maidstone, solicitor, to Clara, daughter of the late Edward Watts, of Hythe, Kent, solicitor.

DEATH.

CARR.—May 24, at his residence, Langroyd, near Colne, William James Carr solicitor, aged 58.

LONDON GAZETTES.

Bankrupts.

FRIDAY, May 26, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Amey, John, New st, Dorset sq, Butcher. Pet May 23. Hazlitt. June 9 at 11

Kingsbury, Phillips Lucas, Fulham rd, Draper. Pet May 22. Pepys. June 14 at 12.30

Turner, William Richard Eaton, Bedford row, Solicitor. Pet May 22. Pepys. June 14 at 12

To Surrender in the Country.

Abbott, Henry, Swansea, India Rubber Manufacturer. Pet May 23. Jones. Swansea, June 13 at 11

Astley, John Henry, Blackburn, Lancaster, Painter. Pet May 20. Bolton. Blackburn, June 9 at 11

Eagle, Frederick, Bank bldgs, Wandsworth, Checsemonger. Pet May 23. Willoughby. Wandsworth, June 9 at 11

Hamilton, Allan, Liverpool, Shipowner. Pet May 22. Cooper. Liverpool, June 7 at 12

Harries, Thomas, Carmarthen. Pet May 22. Lloyd. Carmarthen, June 6 at 1

TUESDAY, May 30, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Langdale, Percy William, and William Richard Eaton Turner, Bedford row, Holborn, Solicitors. Pet May 26. Hazlitt. June 14 at 12

Skinner, Richard Smith, Cullum st, Fenchurch st, Merchant. Pet May 26. Pepys. June 14 at 12.30

Ziepcke, Ludwig, Upper East Smithfield, Tower hill, Ship Store Dealer. Pet May 26. Pepys. June 14 at 1

To Surrender in the Country.

Bridge, William, Vartry rd, Stamford hill, Surveyor. Pet May 26. Pulley. Edmonton, June 15 at 12

Church, Frederick, Brighton, Licensed Victualler. Pet May 25. Jones. Brighton, June 13 at 12
Coombes, John, Lopen, near Ilminster, of no occupation. Pet May 26. Batten. Yeovil, June 14 at 11
Hewett, Charles Hollingsworth, Luton, Bedford, Straw Plait Merchant. Pet May 25. Cooke. Luton, June 15 at 11
Rowland, Richard, Cardiff, Colliery Manager. Pet May 27. Langley. Cardiff, June 17 at 12
Woods, Henry Byron, Ivybridge, Devon, Captain Royal Marine Light Infantry. Pet May 27. Gidley. East Stonehouse, June 14 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, May 26, 1882.

Lewis, Thomas, Abercarne, Monmouth, Farmer. May 23
Penrose, John, West Ayton, York, Innkeeper. May 15

TUESDAY, May 30, 1882.

Harley, Alexander, Gloucester rd. May 25
Kerslake, Stephen, Taunton, Somerset, Licensed Victualler. May 1

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 26, 1882.

Ainsworth, Cyrus, Elton, Bury, Lancaster, Nurseryman. June 12 at 3 at offices of Watson Broad st, Bury
Baguley, James, Liverpool, Ironmonger. June 7 at 2 at office of Edwards, Brockley bldgs, South John st, Liverpool
Beesley, Julian West Robinson, Accrington, Lancaster, Plasterer. June 8 at 11 at Derby Hotel, Accrington. Ballard and Sandeman, Accrington
Bell, William Bainbridge, Lancaster, Joiner. June 13 at 11 at offices of Holden and Whelon, Church st, Lancaster
Bennet, John, Bristol, Leather Merchant. June 7 at 3 at office of Evans, Exchange bldgs East, Bristol
Bissett, Richard, Okehampton, Devon, Coal Merchant. June 9 at 2 at office of Southcott, Post Office st, Bedford circus, Exeter. Prickman, Okehampton
Blackshaw, Peter, Lower Withington, Chester, Licensed Victualler. June 8 at 11 at Old Cheshire Cheese Inn, High st, Congleton. Garside and Spencer, Congleton
Boggis, John, West Cowes, Isle of Wight, Hants, Horse Dealer. June 8 at 3 at office of Damant, West Cowes
Bottomley, Sidney, Bradford, Pork Butcher. June 12 at 3 at offices o Atkinson and Wilson, Tyrrell st, Bradford
Boulton, Joseph, Manchester, Accountant. June 7 at 10.15 at Clarence Hotel, Piccadilly, Manchester. Stevenson, Hanley
Bradford, Roger, Chawleigh, Devon, Boot and Shoe Maker. June 9 at 12 at office of Thorne, Castle st, Barnstable
Brady, Thomas, Manchester, Provision Merchant. June 14 at 3 at office of Haslam, Mosley st, Manchester
Bullock, William, Droitwich, Worcester, Blacksmith. June 7 at 11 at office of Tree, High st, Worcester
Bunting, Stuart, Bond ct, Walbrook, Wine Merchant. June 5 at 3 at 262, High Holborn. Staniland, Cheapside
Burr, Henry, Maidstone, Painter. June 3 at 11 at office of Stenning, Earl st, Maidstone
Buxton, Thomas, Radcliffe on Trent, Nottingham, Builder. June 12 at 12 at office of Fraser, Wheeler gate, Nottingham
Carter, Thomas William, Wolverhampton, Stafford, Butcher. June 13 at 3 at offices of Willcock, North st. Wolverhampton
Clayton, Henry, and Mary Ann Clayton, Leeds, Confectioners. June 7 at 1 at offices of Rook and Midgley, White Horse st, Boar lane, Leeds
Clifford, James William, Cambridge rd, Mile End, Licensed Victualler. June 23 at 2 at offices of Nash and Field, Queen st, Cheapside
Colcock, William Henry, Devonport, Devon, Cook. June 8 at 12 at office of Huchings, St Aubyn st, Devonport
Cook, Edward, Luton, Bedford, Straw Hat Manufacturer. June 8 at 3 at Red Lion Hotel, Castle st, Luton. Miller and Co, Luton, Beds
Cooke, George, Bradford, Provision Merchant. June 12 at 11 at offices of Terry and Co, Market st, Bradford
Cooke, Thomas, Woolwich, Haberdasher. June 9 at 3 at offices of Sampson, Parson's hill, Woolwich
Crossley, John, and Lewis Crossley, Halifax, Dyers. June 7 at 3 at the White Lion Hotel, Halifax. Kerr, Halifax
Davies, William, Dolgelly, Merioneth, Commission Agent. June 13 at 11 at the Court house, Aberystwith
Day, Robert, Queen Victoria st, Licensed Victualler. June 13 at 2 at the Law Institution, Chancery lane. Mackeson and Co, Lincoln's inn fields
Duke, Arthur, Sheffield, Builder. June 6 at 11 at the Law Society, Hoole's chbrs, Bank st, Sheffield. Rodgers and Co
Edmonson, James, Sale, Chester, out of business. June 8 at 3 at offices of Gaunt and Grainger, Queen's chbrs, John Dalton st
Edmundson, William, Blackburn, Builder. June 14 at 2.30 at offices of Cooper, Northgate, Blackburn
Edwards, James Maclean, Treorky, Glamorgan, Draper. June 8 at 1 at 39, Broad st, Bristol. Price, Pontypridd
Evans, David, Llanelly, Carmarthen, Grocer. June 13 at 11 at offices of Howell, Stepney st, Llanelly
Evans, William, Newcastle under Lyme, Stafford, Picture Frame Maker. June 6 at 11 at offices of Griffith, Newcastle under Lyme
Eynon, David, Tredegar, Monmouth, Draper. June 9 at 11 at offices of Shepard, Queen st, Tredegar
Fanshawe, Henry Horatio, Founders' Hall, St Swithin's lane, Solicitor. June 5 at 11 at offices of Chamberlain, Basinghall st
Fenard, Thomas, Llanelly, Carmarthen, Shipbroker. June 13 at 11 at offices of Howell, Stepney st, Llanelly
Finch, David, Lavender rd, Enfield, Builder. June 8 at 3 at offices of Benham, Gt James st, Bedford row
Flitton, John, Salcot rd, Wandsworth, Builder. June 12 at 3 at offices of Hulbert, Coleman st
Fogwill, Harry, Portsmouth, of no occupation. June 6 at 11 at offices of Casey, St George's sq, Portsea. Bramsdon, Portsea
Ford, George, Rochester, Tailor. June 6 at 3 at 22, High st, Chatham. Norman, Chatham
Goodrede, Mary Ann, Tipton, Stafford, Beerhouse Keeper. June 8 at 11 at the George Hotel, Bilston. Bowen, Bilston
Gervin, George Henry, Abergavenny, Saddler. June 14 at 12 at offices of Sayce and Baker, Lion st, Abergavenny
Gosling, Henry, Waltham Cross, Hertford, Stone Mason. June 8 at 11 at offices of Benham, Gt James st, Bedford row
Gregory, Edward, Tiverton, Devon, Grocer. June 15 at 11 at offices of Walker and Battiscombe, Water lane, Gt Tower st. Cockram, Tiverton
Hall, Walter Henry, Bristol, Confectioner. June 9 at 11 at office of Linley, Bank of England chbrs, Broad st, Bristol. Peters, Bristol
Harries, David Griffith, Promenade, Camberwell, Draper. June 12 at 2 at offices of Boyes and Child, Poultry. Kent, Bucklersbury
Harris, Edwin, Chester, Grocer. June 13 at 12 at Angel Hotel, Dale st, Liverpool. Churton, Chester
Hatton, Thomas, Derby, Grocer. June 12 at 12 at offices of Robotham, St Alkmund's Churchyard, Derby
Haughan, William, Kirkoswald, Cumberland, Miller. June 9 at 2.30 at office of Arnison, St Andrew's pl, Penrith
Hawthorn, Elwin, Catherine et e thing lane, Lighterman, June 5 at 3 at Guildhall Tavern, Gresham st. Keene Bryden, Mark lane
Hockley, William John, Ipswich, Leather Seller. June 9 at 11 at 83, Gresham st. Block and Wollaston, Ipswich
Holton, John Henry, Sheffield, Chemist. June 9 at 11 at office of Porrett, Bank st, Sheffield
Hooper, Benjamin Herbert, Flodden rd, Camberwell, Leather Merchant. June 9 at 2 at office of Robinson, Philpot lane
Horsey, Albert, Woking Station, Builder. June 13 at 2 at office of Hicks, High st, Guildford
Jenkins, Charles, St Issells, Pembroke, Baker. June 5 at 12 at 39, Broad st, Bristol, in lieu of the place originally named
Johnstone, Charles Richard, Birmingham, Surgeon. June 5 at 3 at office of Freeman, Colmore row, Birmingham
Jones, Daniel, Merthyr Tydfil, Carpenter. June 10 at 3 at office of Vaughan, High st, Merthyr Tydfil
Jones, Edward, and Thomas Edward Jones, Llanberis, Carnarvon, Tailors. June 14 at 12 at Queen's Hotel, Railway Station, Chester. Williams and Hughes, Carnarvon
Kempson, David, Luton, Straw Hat Manufacturer. June 6 at 3 at Queen's Hotel, Luton. Wells, St Albans
Kenvin, William John, Southampton, Watchmaker. June 12 at 3 at office of Hodgson and Price, Waterloo st, Birmingham
Lane, George, Everington st, Fulham, Builder. June 8 at 10.30 at office of Tippetts, Gt St Thomas Apostle
Laslete, James, Ramsgate, Grocer. June 10 at 1 at Fleur de Lis Hotel, Canterbury. Thomson, Ramsgate
Lay, Henry John, St Clement's st, Barnsbury, Carman. June 5 at 3 at 390, City rd. Popham, Vincent ter, Islington
Lewis, Henry, Bristol, Boot Dealer. June 7 at 2 at office of Sibly and Dickinson, Exchange West, Bristol
Manners, John Edward, Bradford, Potato Salesman. June 1 at 3 at office of Neill and Broadbent, Kirkgate, Bradford
Mark, William Bell, Brampton, Cumberland, Butcher. June 8 at 3 at offices of Carrick and Co, Brampton
Martin, Henry, Birmingham, Estate Agent. June 6 at 2 at office of Rowley and Chatwin, Temple row, Birmingham
Miles, Christopher Charles, and Ernest Albert Miles, Salisbury, Brewers. June 12 at 3 at White Hart Hotel, Salisbury. Lee and Co, Salisbury
Motum, Jeremiah, Grundisburgh, Suffolk, Blacksmith. June 14 at 3 at Traders' Association, Post Office chmbrs, Ipswich. Birkett and Bantoft, Ipswich
Nichols, John Baldwin Dickinson, Swansea, Brewer. June 9 at 2 at office of Jellicoe, Prospect pl, Swansea
Oakes, Thomas, Northwich, Chester, out of employment. June 6 at 10 at Royal Hotel, Crewe. Green and Dixon, Northwich
O'Donovan, John Neil, Cannington, Somerset, Schoolmaster. June 10 at 11 at office of Roberts, All Saints ct, Bristol
Parkin, Simon, Stanhope, Durham, Innkeeper. June 9 at 11 at office of Stillman, North Bondgate, Bishop Auckland
Parrott, Thomas, Banner st, St Luke's, Card Board Manufacturer. June 8 at 2 at office of Poole, Bartholomew close
Pearse, Thomas, New Swindon, Wilts, Bootmaker. June 5 at 10 at office of Boodle, Albion bldgs, New Swindon
Pink, William Sabine, Fareham, Coachmaker. June 8 at 12 at office of Morris, Mitre ct, Temple
Potter, Edward, Ilkeston, Derby, Grocer. June 12 at 11 at office of Thurman and Slack, Bath st, Ilkeston
Quayle, Charles, Liverpool, Joiner. June 9 at 3 at office of Seaman, Seymour st, Liverpool
Robson, John Henry, Glossop, Derby, Chemist. June 12 at 3 at office of Simpson and Hockin, Mount st, Albert sq
Sadd, Charles, Hollingsworth st, Holloway, Timber Merchant. June 12 at 1 at Law Institution, Chancery lane. Smith, Staple inn
Sanderson, James, Colby rd, Lambeth, Licensed Victualler. June 6 at 12 at office of Allen, Southampton bldgs, Chancery lane
Schartan, Richard Henric Barfotte, Peckham, Commercial Clerk. June 8 at 12 at office of Stoneham and Co, Philpot lane
Schmitz, Connop Leonhard, Ealing Dean, Gent. June 15 at 12 at office of Sheard, Union ct, Old Broad st
Simons, Edwin, Birmingham, Bricklayer. June 19 at 11 at office of Robinson, Cherry st, Birmingham
Skinner, Alfred, Anley rd, Hammersmith, Builder. June 7 at 12 at office of Knight and Ravenhill, New Broad st
Songhurst, Jabez, Altrincham, Chester, Joiner. June 9 at 3 at Royal Hotel, Moaley st, Manchester. Atkinson and Co, Manchester
Spurrier, William James, Birmingham, Publisher. June 9 at 3 at office of Southall, Waterloo st, Birmingham
Stones, Alfred, Leeds, Lime Merchant. June 8 at 3 at office of Granger, Bank st, Leeds
Tatam, Robert William, Liverpool, Butcher. June 14 at 3 at offices of Jones and Co, Church st, Liverpool. Faithwaite, Liverpool
Thorley, Joseph, Exeter, Professor of Music. June 8 at 3 at the offices of Friend, Post Office chmbrs, Gandy st. Exeter
Thrale, Thomas, Weathampstead, Herts, Baker. June 9 at 1 at Cock Hotel, St Peter's st. St Albans. Ody, Blackfriars rd
Tibbetts, Edward Thomas, South st, Clerkenwell, Lithographic Printer. June 3 at 1 at offices of Marshall, Chancery lane
Townsend, Charles, Birmingham, Stamper. June 9 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
Tyson, Aaron, Ulverston, Lancaster, Joiner. June 8 at 11 at Temperance Hall, Ulverston. Park and Mansfield, Barrow-in-Furness
Walton, Mary Jane, Kingston-upon-Hull, Brushmaker. June 8 at 3 at offices of Jordeson and Whiteing, County bldgs, Kingston-upon-Hull
Watson, William, Shifnal, Salop, Moulder. June 3 at 4.30 at Tweedale Inn, Madeley
White, Edwin Abraham, Chippenham, Wilts, Cooper. June 10 at 12 at offices of Phillips, Chippenham
Wilkinson, John, Whitchurch, Salop, Farmer. June 12 at 1 at Crown Hotel, Nantwich. Etches, Whitchurch
Wilson, Thomas, and Charles Henry Wilson, Leeds, Confectioners. June 7 at 3 at office of Scatcherd and Hopkins, Albion st, Leeds
Yates, Charles, Hartington rd, South Lambeth, Plumber. June 12 at 1 at offices of Moss, Gracechurch st

TUESDAY, May 30, 1882.

Ball, Thomas, Newark-upon-Trent, Nottingham, Grocer. June 22 at 1 at Ram Inn, Newark-upon-Trent, Bescoby, East Retford
Balson, Thomas Halse, Poole, Dorset, Grocer. June 9 at 1 at Red Lion Hotel, Salisbury. Trevanion, Poole
Barber, William, Liversedge, York, Currier. June 12 at 3 at Queen Hotel, Westgate, Heckmondwike. Mitcheson, Heckmondwike
Barden, George, Beckley, Sussex, Blacksmith. June 7 at 11 at offices of Hayles, High st, Rye
Barron, Norman, Manchester, Solicitor. June 20 at 11 at offices of Addleshaw and Warburton, Norfolk st, Manchester
Beeston, Thomas, Newark-upon-Trent, Nottingham, Currier. June 19 at 3 at offices of Norman, Mdidle pavement, Nottingham
Bibby, Sarah, Manchester, Confectioner. June 14 at 3 at 103, Piccadilly. Greaves, Manchester
Brook, John, Sampford Courtenay, Devon, Retired Farmer. June 13 at 11 at offices of Hirtzel, Bedford circus, Exeter
Brown, Alexander Grieve, Hartlepool, Durham, Provision Dealer. June 9 at 3 30 at offices of Todd and Harrison, Town wall, Hartlepool
Bullock, Thomas, Wolverhampton, Stafford, Traveller. June 12 at 12 at offices of Eagleton, Queen st, Wolverhampton

Burton, John Wesley, Liverpool, Bookbinder. June 13 at 3 at office of Jones and Pride, North John st, Liverpool
Cant, Elijah, Steeple, Essex, Baker. June 7 at 2 at Blue Boar Hotel, Maldon. Jones and Co, Colchester
Castiglioni, Louis, Doncaster, Merchant. June 5 at office of Lewis and Lewis, Ely pl, Holborn, in lieu of the place originally named
Chambers, Charles, Grange rd, Kentish Town, Grocer. June 14 at 2 at office of Cummins, Union ct, Old Broad st
Clark, Robert, Jewin crescent, Jewin st, Ostrich Feather Manufacturer. June 20 at 12 at office of Beard and Sons, Basinghall st
Collins, Thomas, Oldbury, Worcester, Licensed Victualler. June 14 at 11 at office of Shakespeare, Church st, Oldbury
Constantine, Zephaniah, Bradford, Merchant. June 10 at 10 at 12, Piccadilly, Bradford. Wilkinson, Bradford
Conway, Matthew, Shudehill, Manchester, Smallware Merchant. June 16 at 12 at office of Bates and Co, Market st, Manchester
Coxen, James, Birmingham, Butcher. June 12 at 11 at office of Peet, Newhall st, Birmingham
Dickinson, William, Upper st, Licensed Victualler. June 26 at 12 at office of Nash and Field, Queen st, Cheapside
Dormer, Sarah Ann, Warwick, Hotel Keeper. June 15 at 1 at Bowling Green Hotel, Warwick. Lane
Emmerson, Thomas Cant, Stockton on Tees, Auctioneer. June 12 at 11 at office of Newby and Co, Finkle st, Stockton on Tees
Evans, Hampden, Brighton, Licensed Victualler. June 12 at 3 at office of Lamb and Evett, Ship st, Brighton
Grant, Henry, Eastbourne, Sussex, Coal Merchant. June 9 at 12 at 64a, Terminus rd, Eastbourne. Dearle and Edgeworth, Eastbourne
Green, Daniel, Coldharbour ln, Brixton, Linen Draper. June 9 at 3 at Guildhall Tavern, Gresham st. Sturt, Southwark chmbrs, Southwark st, Borough
Hammond, William, St Leonard's on Sea, Sussex. June 7 at 12 at office of Neve, Norman rd, St Leonard's on Sea
Hamnett, John William, Handsworth, Stafford, Stamper. June 12 at 3 at office of Parr and Hayes, Colmore row, Birmingham
Harber, George, Ryde, Isle of Wight, Shoemaker. June 2 at 2 at office of Fardell and Dashwood, Market st, Ryde
Hartshorne, William, Walsall, Coal Master. June 10 at 11 at office of Baker, Market pl, Willenhall
Hayes, Daniel, Crown rd, Fulham, Oil and Colour Man. June 7 at 3 at office of Morley, Cheapside
Heywood, Lees, Oldham, Lancaster, General Dealer. June 14 at 3 at Mitre Hotel, Cathedral gates, Manchester. Watson, Oldham
Hill, Henry George, King st, Baker st, Licensed Victualler. June 9 at 11 at office of Lindus and Bicknell, Cheapside
Hill, Thomas, Steeple Aston, Oxford, Butcher. June 12 at 11 at the Crown and Cushio Hotel, Chipping Norton. Kilby and Mace, Chipping Norton
Hills, John, Horsham, Sussex, Draper. June 14 at 3 at the Bridge House Hotel, London Bridge. Medwin and Co, Horsham
Hollinshead, John, Alsager, Chester, Earthenware Manufacturer. June 14 at 4.30 at the North Stafford Hotel, Stoke-upon-Trent. Hamshaw and Stanbury, Hanley
Holman, Joseph, Bradworthy, Devon, Farmer. June 15 at 2 at offices of Smale, Bath House, Rideford
Holmes, Charles, Tunstall, Stafford, Earthenware Manufacturer. June 14 at 4.30 at the North Staffordshire Hotel, Stoke-upon-Trent. Hamshaw and Stanbury, Hanley
Hughes, Thomas, Llanbadarn fawr, Cardigan, Farmer. June 10 at 11 at offices of Hughes, Pier st, Aberystwith
James, John, Burslem, Stafford, Baker. June 10 at 11 at offices of Welch, Caroline st, Longton
Jeffery, Eli, Stanley, near Wakefield, York, Grocer, June 15 at 12.30 at the George Hotel, Wakefield. Foster and Raper
Jenkins, Albert Edward, Bristol, Trunk Maker. June 14 at 12 at offices of Mosely, Shannon ct, Corn st, Bristol
Johnson, Richard Sheraton, and Thomas Mitchelson Reay, Stockton-on-Tees, Durham, Colliery Owners. June 13 at 2.30 at the Queen Hotel, Zetland rd, Middlesborough. Hoyle and Co, Newcastle-on-Tyne
Jolly, James, Wick lane, Victoria pk, Builder. June 14 at 2 at offices of Courtenay and Croome, Gracechurch st
Jones, Charles Birmingham, Builder. June 12 at 11 at offices of Rowlands, Colmore row, Birmingham
Kay, John, Preston, Lancaster, Hair Dresser. June 12 at 12 at offices of Charnley, Winckley st, Preston
Lawley, James, Bilston, Stafford, out of business. June 10 at 11 at the Globe Hotel, Mount Pleasant, Bilston. Fellows, Bilston
Little, James, Reading, Berks, Auctioneer. June 10 at 3 at offices of Newman, Friar st, Reading
Lord, Charles, Edmond, Twerton-on-Avon, Somerset. June 15 at 11 at No. 11, Twerton East, Twerton-on-Avon
Machin, Stephen, Stockton-on-Tees, General Dealer. June 6 at 11 at offices of Draper, Finkle st, Stockton-on-Tees
Marfleet, William Benjamin, Finchley, Grocer. June 14 at 3 at offices of Cook and Smith, Adelaide bldgs, London Bridge. Tanner
Morrow, Nicholas, Sadberge, near Darlington, Hay Dealer. June 12 at 11 at offices of Draper, Finkle st, Stockton-on-Tees
Moy, William, Brighton, Fruiterer. June 8 at 12 at offices of Maynard, North st, Brighton
Myhill, George Godfrey, Guist, Norfolk, Grocer. June 14 at 3 at offices of Cates and Bates, Swan st, Fakenham
Mynn, John, St Leonard's-on-Sea, Sussex, Boot Dealer. June 8 at 3 at offices of Neve, Norman rd, St Leonard's-on-Sea
Norton, Josiah Davenport, Derby, Solicitor. June 20 at 3 at office of Hextall, Full st, Derby
Owen, Thomas, Llanidloes, Montgomery, Flannel Manufacturer. June 9 at 3 at office of Woosnam, the Bank, Newtown
Parrott, Thomas, Banner st, St Lukes, Cardboard Manufacturer. June 8 at office of Poole, 83, Gresham st, in lieu of the place originally named
Partridge, Sarah Ann, Huddersfield, York, Milliner. June 12 at 3 at office of Booth, John William st, Huddersfield
Pepper, William, Newington Causeway, Southwark. Brush Maker. June 13 at 4 at office of Clulow, Gracechurch st
Perry, Thomas, Bursledon, Southampton, Farmer. June 8 at 12 at office of Guy, Albion ter, Southampton
Pidwell, John Inch, Devonport, Devon, Butcher. June 13 at 12 at office of Sole and Gill, St Aubyn st, Devonport
Ricketts, James, Walsall, Stafford, Publican. June 9 at 11.30 at office of Sheldon, High st, Wednesbury
Rogers, Charles, Newnham st, Marylebone, no occupation. June 6 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Astley, Cliffords-inn
Russell, William, and James Horsborough, Whitby, York, Grocers. June 6 at 2.30 at office of Draper, Finkle st, Stockton-on-Tees
Salomos, Mark, Commercial rd, Peckham, Commission Agent. June 8 at 10 at New Exchange buildings, George yard, Lombard st. Rawlins, Poultry chmbrs, Queen Victoria st
Seager, William, Leominster, Hereford, Fish Merchant. June 13 at 3 at office of Moore, Corn sq, Leominster
Seaman, Robert, Gt Clacton, Essex, Painter. June 12 at 11 at George Hotel, Colchester. Sutthery, Clacton-on-Sea
Smith, George, Mansfield, Nottingham, Grocer. June 12 at 3 at Midland Hotel, Mansfield. Clifton, Nottingham
Stacey, Susannah, Weston-super-Mare, Somerset, Jeweller. June 12 at 2 at office of Horton and Co, Newhall st, Birmingham
Stanwix, William, Wakefield, York, Shopkeeper. June 9 at 11 at office of Lake and Lake, Wakefield
Tanner, Joseph Baskerville, Worcester, Grocer. June 12 at 11 at office of Tree, High st, Worcester
Taylor, Thomas Broadbent, Brymbo, nr Wrexham, Denbigh, Publican. June 14 at 12 at office of Bradley, Hope st, Wrexham
Vandenbergh, Julius Arnoldus Ryke, Portsmouth, Hants, Coal Merchant. June 9 at 12.30 at office of Edmunds and Co, Cheapside. Feltham, Portsea
Waller, William, Gt Grimsby, Lincoln, Builder. June 13 at 1 at Ship Inn, Pottergate, Gt Grimsby. Turner, Beverley
Weale, William, Newport, Salop, Builder. June 17 at 12 at Crewe Arms Hotel, Crewe. Carrane, Wellington
Webster, William, Bradford, Butcher. June 14 at 11 at office of Margerison, Swan arcade, Market st, Bradford
Wenham, George David, Manchester, Bookseller. June 13 at 3 at office of Lees and Graham, King st, Manchester. Johnson, Manchester
Whatmore, William, Hartlebury, Worcester, Farmer. June 15 at 3 at office of Thursfield, Swan st, Kidderminster
Winkworth, Stephen Kent, Margate, Lieutenant in Military Train Service. June 14 at 12 at office of Sankeys and Co, Castle st, Canterbury

CONTENTS.

NOTICES TO CORRESPONDENTS.—*All communications int ended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*